

(14) State the religious or charitable affiliations of the provider and the extent, if any, to which the affiliate organization will be responsible for the financial and contractual obligations of the provider;

(15) State the subscriber's and provider's respective rights and obligations as to use of the facility and as to real and personal property of the subscriber placed in the custody of the provider;

(16) State that the subscribers shall have the right to organize and operate a subscriber association at the facility and to meet privately to conduct business;

(17) State what, if any, fee adjustments will be made in the event the subscriber is voluntarily absent from the facility for an extended period of time;

(18) Specify the circumstances, if any, under which the subscriber will be required to apply for Medicaid, Medicare, public assistance, or any public benefit program and whether or not the facility is a participant in Medicare or medical assistance;

(19) State that the subscriber has received and reviewed the latest certified financial statement and that a copy of the certified financial statement was received at least 2 weeks before signing the agreement;

(20) Provide that the facility will make available to the subscriber, upon request, any certified financial statement transmitted to the Office;

(21) Where applicable, describe the conditions under which the provider may be issued a certificate of registration, DESCRIBE THE CONDITIONS UNDER WHICH THE PROVIDER may use escrowed deposits, [and,] AND state the amount of the subscriber's deposit that may be used upon issuance of a certificate of registration;

(22) State that fees collected by a provider under the terms of a continuing care agreement may not be used for purposes other than those set forth in the agreement; and

(23) Contain in ALL capital letters in [print no smaller than] the largest type used in the agreement [and underlined]: "A preliminary certificate of registration or certificate of registration is not an endorsement or guarantee of this facility by the State of Maryland. The Maryland Office on Aging urges you to consult with an attorney and a suitable financial advisor before signing any documents."

(b) [This] A REQUIREMENT OF THIS section shall not apply to any continuing care agreements entered into [prior to July 1, 1980] BEFORE THE EFFECTIVE DATE OF THE REQUIREMENT.

14.

(a) A subscriber shall have the right to rescind a continuing care agreement for any reason prior to the date of occupancy by the said subscriber.

(b) (1) If, prior to the [subscriber occupying a unit] DATE OF OCCUPANCY, the subscriber dies, the provider determines that the subscriber is ineligible for entrance into the facility, or the subscriber elects to terminate the continuing care agreement because of a substantial change in the subscriber's physical, mental or financial condition,