

(I) FURNISH ANNUALLY WITHOUT COST TO EACH SUBSCRIBER REVISIONS TO THE DISCLOSURE STATEMENT PROVISIONS UNDER PARAGRAPH (1) OF THIS SUBSECTION;

(II) ENSURE THAT EACH SUBSCRIBER, OR THE SUBSCRIBER'S AGENT, INITIALS THE REVISED DISCLOSURE STATEMENT TO INDICATE ACKNOWLEDGMENT OF THE REVISIONS; AND

(III) MAKE AVAILABLE A COPY OF EACH INITIALED DISCLOSURE STATEMENT FOR INSPECTION BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE UNDER TITLE 19, SUBTITLE 18 OF THE HEALTH - GENERAL ARTICLE.

13.

(C) THE PROVIDER SHALL MAINTAIN THE CONTINUING CARE AGREEMENT ON SITE AND MAKE IT AVAILABLE FOR INSPECTION BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE UNDER TITLE 19, SUBTITLE 18 OF THE HEALTH - GENERAL ARTICLE.

(D) IN ADDITION TO ANY OTHER REQUIREMENTS OF THIS SECTION, IF A PROVIDER'S CONTINUING CARE AGREEMENT INCLUDES A PROVISION TO PROVIDE ASSISTED LIVING PROGRAM SERVICES AND THE PROVIDER DOES NOT EXECUTE A SEPARATE ASSISTED LIVING AGREEMENT, EACH CONTINUING CARE AGREEMENT EXECUTED BETWEEN A SUBSCRIBER AND A PROVIDER SHALL INCLUDE WITH REGARD TO THE ASSISTED LIVING PROGRAM:

(1) A STATEMENT OF THE LEVEL OF CARE FOR WHICH THE ASSISTED LIVING PROGRAM IS LICENSED;

(2) AS PART OF THE PROCEDURES TO BE FOLLOWED UNDER SUBSECTION (A)(4) OF THIS SECTION, IF THE SUBSCRIBER IS TRANSFERRED TO AN ASSISTED LIVING PROGRAM, THE PROCEDURES TO BE FOLLOWED BY THE PROVIDER FOR NOTIFYING THE SUBSCRIBER OF THE LEVEL OF CARE NEEDED BY THE SUBSCRIBER;

(3) A STATEMENT INDICATING THE OPTIONS AVAILABLE TO A SUBSCRIBER IF THE SUBSCRIBER'S LEVEL OF CARE, AFTER ADMISSION TO AN ASSISTED LIVING PROGRAM, EXCEEDS THE LEVEL OF CARE FOR WHICH THE PROVIDER IS LICENSED;

(4) BASED ON A SAMPLE LIST OF ASSISTED LIVING PROGRAM SERVICES MAINTAINED BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE, A STATEMENT OF THOSE SERVICES PROVIDED BY THE ASSISTED LIVING PROGRAM AND THOSE SERVICES NOT PROVIDED BY THE ASSISTED LIVING PROGRAM;

(5) A STATEMENT OF THE OBLIGATIONS OF THE PROVIDER AND THE SUBSCRIBER OR THE SUBSCRIBER'S AGENT AS TO HANDLING THE FINANCES OF THE SUBSCRIBER;

(6) A STATEMENT OF THE OBLIGATIONS OF THE PROVIDER AND THE SUBSCRIBER OR THE SUBSCRIBER'S AGENT AS TO DISPOSITION OF THE SUBSCRIBER'S PROPERTY UPON DISCHARGE OR DEATH OF THE SUBSCRIBER; AND