

(5) Describe the policies that will be implemented in the event the subscriber becomes unable to meet the monthly fees;

(6) State the policy of the provider with regard to changes in accommodations and the procedure to be followed to implement that policy in the event of an increase or decrease in the number of persons occupying an individual unit;

(7) Provide in clear and understandable language, boldface type, and in the largest type used in the body of the agreement, the terms governing the refund of any portion of the entrance fee in the event of discharge by the provider or cancellation by the subscriber;

(8) State the terms under which an agreement is canceled by the death of the subscriber;

(9) Provide in clear and understandable language, boldface type, and in the largest type used in the agreement, whether or not monthly fees, if charged, will be subject to periodic increases;

(10) Provide that charges for care paid in advance in 1 lump sum only shall not be increased or changed during the duration of the agreed upon care;

(11) State which funeral and burial services, if any, will be provided by the provider;

(12) Give a description of the living quarters;

(13) State the conditions, if any, under which a unit may be assigned to the use of another by the subscriber;

(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;