

11G.

(A) A PROVIDER SHALL ESTABLISH AN INTERNAL GRIEVANCE PROCEDURE TO ADDRESS A SUBSCRIBER'S GRIEVANCE.

(B) AN INTERNAL GRIEVANCE PROCEDURE SHALL PROVIDE FOR:

(1) THE OPPORTUNITY FOR A SUBSCRIBER TO SUBMIT A WRITTEN GRIEVANCE TO THE PROVIDER; AND

(2) A ~~TIMELY~~ RESPONSE FROM THE PROVIDER WITHIN 45 DAYS AFTER RECEIPT OF THE WRITTEN GRIEVANCE AS TO THE INVESTIGATION AND RESOLUTION OF THE SUBSCRIBER'S GRIEVANCE.

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, in a form acceptable to the Department:

(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, nursing care, or other health related 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;

(3) Designate the classes of subscribers according to types of payment plans;

(4) Describe the procedures to be followed by the provider when the provider temporarily or permanently changes the subscriber's accommodation within the facility or transfers the subscriber to another health facility, but a subscriber's accommodations shall be changed only for the protection of the health or safety of the subscriber or the general and economic welfare of the residents;

(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;