

(11) DESCRIBE THE LIVING QUARTERS;

(12) IF APPLICABLE, STATE THE CONDITIONS UNDER WHICH A SUBSCRIBER MAY ASSIGN A UNIT FOR THE USE OF ANOTHER INDIVIDUAL;

(13) STATE THE PROVIDER'S RELIGIOUS OR CHARITABLE AFFILIATIONS AND THE EXTENT, IF ANY, TO WHICH THE AFFILIATE ORGANIZATION IS RESPONSIBLE FOR THE PROVIDER'S FINANCIAL AND CONTRACTUAL OBLIGATIONS;

(14) STATE THE SUBSCRIBER'S AND PROVIDER'S RESPECTIVE RIGHTS AND OBLIGATIONS CONCERNING:

(I) USE OF THE FACILITY; AND

(II) ANY REAL AND PERSONAL PROPERTY OF THE SUBSCRIBER PLACED IN THE PROVIDER'S CUSTODY;

(15) STATE THAT SUBSCRIBERS HAVE THE RIGHT TO ORGANIZE AND OPERATE A SUBSCRIBER ASSOCIATION AT THE FACILITY AND TO MEET PRIVATELY TO CONDUCT BUSINESS;

(16) STATE THAT THERE IS AN INTERNAL GRIEVANCE PROCEDURE TO ADDRESS A SUBSCRIBER'S GRIEVANCE;

(17) STATE THE FEE ADJUSTMENTS, IF ANY, THAT WILL BE MADE IF 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 THE FACILITY PARTICIPATES IN MEDICARE OR MEDICAL ASSISTANCE;

(19) STATE THAT THE SUBSCRIBER RECEIVED A COPY OF THE LATEST CERTIFIED FINANCIAL STATEMENT AT LEAST TWO WEEKS BEFORE SIGNING THE AGREEMENT AND THAT THE SUBSCRIBER HAS REVIEWED THE STATEMENT;

(20) PROVIDE THAT, ON REQUEST, THE PROVIDER WILL MAKE AVAILABLE TO THE SUBSCRIBER ANY CERTIFIED FINANCIAL STATEMENT SUBMITTED TO THE DEPARTMENT;

(21) IF APPLICABLE, DESCRIBE THE CONDITIONS UNDER WHICH THE PROVIDER MAY BE ISSUED AN INITIAL CERTIFICATE OF REGISTRATION AND THE CONDITIONS UNDER WHICH THE PROVIDER MAY USE ESCROWED DEPOSITS, AND STATE THE AMOUNT OF THE SUBSCRIBER'S DEPOSIT;

(22) STATE THAT FEES COLLECTED BY A PROVIDER UNDER THE TERMS OF A CONTINUING CARE AGREEMENT MAY ONLY BE USED FOR PURPOSES SET FORTH IN THE AGREEMENT;