

## *2015 Proposed Continuing Care Retirement Community Legislation*

*A Task Force of residents and providers met from October 2013 to September 2014 to study a variety of issues related to Continuing Care Retirement Communities (CCRCs). The Task Force concluded its work with a proposal to amend Ch. 651, F.S., the law governing the regulation of CCRCs.*

The main provisions in the proposal are as follow:

- ✓ Requires CCRCs that retain up to 2% of the entrance fee per month to pay any refund that is due within 90 days after the contract is terminated and the unit is vacated vs. current law which requires the refund to be made no later than 120 days after the resident gives notice of intent to cancel.
- ✓ Codifies in law the long-standing practice of some CCRCs to enter into contracts (approved by the Office of Insurance) that tie entrance fee refunds to the next entrance fee received for a like or similar residential unit.
- ✓ Creates a 12 month maximum refund period effective October 1, 2015 for such contracts when a contract is terminated due to death or transfer of the resident to another level of care.
- ✓ Allows CCRCs (5 in number) that have contracts in effect on October 1, 2015 that tie the entrance fee refund to the receipt of the next entrance fee for the unit that is vacated to continue to offer such contracts if they are modified to include a 12 month maximum refund period for contract terminated due to death or transfer of a resident to another level of care if the unit does not turnover before that time.
- ✓ Allows for a 6 month extension of the refund period for these contracts if certain financial conditions exist.
- ✓ Provides that the contract must disclose that a 6 month extension of the refund period may occur if the CCRC has financial challenges that prevent it from meeting its operating and capital expenses and complying with lending covenants.
- ✓ Requires CCRCs to notify the Office of Insurance Regulation in writing of the need for an extension at least 45 days before the 12 month maximum refund period expires. The notification must be accompanied by a corrective action plan.
- ✓ Clarifies that a CCRC must be accredited without stipulations for OIR to waiver equivalent requirements in rule or law.
- ✓ Adds bankruptcy to language in law related to preferred claims for liquidation and receivership.
- ✓ Requires the provider to give a copy of the final examination report and corrective action plan, if one is required by OIR, to the chair or officer of the governing body of the provider within 60 days of the issuance of the report.
- ✓ Clarifies and strengthens the role of a residents' council.
- ✓ Requires a facility that files for chapter 11 bankruptcy to include with its filing the name and contact information of a designated resident selected by the residents' council for consideration to serve on the Creditors' Committee.
- ✓ Requires CCRCs to provide a copy of the most recent third-party financial audit to the president or chair of the residents' council.

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## 2015 Proposed Continuing Care Facility Legislation

### 651.055 Continuing care contracts; right to rescind.—

(1) Each continuing care contract and each addendum to such contract shall be submitted to and approved by the office before its use in this state. Thereafter, no other form of contract shall be used by the provider until it has been submitted to and approved by the office. Each contract must:

(a) Provide for the continuing care of only one resident, or for two persons occupying space designed for double occupancy, under appropriate regulations established by the provider, and must list all properties transferred and their market value at the time of transfer, including donations, subscriptions, fees, and any other amounts paid or payable by, or on behalf of, the resident or residents.

(b) Specify all services that are to be provided by the provider to each resident, including, in detail, all items that each resident will receive, whether the items will be provided for a designated time period or for life, and whether the services will be available on the premises or at another specified location. The provider shall indicate which services or items are included in the contract for continuing care and which services or items are made available at or by the facility at extra charge. Such items include, but are not limited to, food, shelter, personal services or nursing care, drugs, burial, and incidentals.

(c) Describe the terms and conditions under which a contract for continuing care may be canceled by the provider or by a resident and the conditions, if any, under which all or any portion of the entrance fee will be refunded in the event of cancellation of the contract by the provider or by the resident, including the effect of any change in the health or financial condition of a person between the date of entering a contract for continuing care and the date of initial occupancy of a living unit by that person.

(d) Describe the health and financial conditions required for a person to be accepted as a resident and to continue as a resident, once accepted, including the effect of any change in the health or financial condition of the person between the date of submitting an application for admission to the facility and entering into a continuing care contract. If a prospective resident signs a contract but postpones moving into the facility, the individual is deemed to be occupying a unit at the facility when he or she pays the entrance fee or any portion of the fee, other than a reservation deposit, and begins making monthly maintenance fee payments. Such resident may rescind the contract and receive a full refund of any funds paid, without penalty or forfeiture, within 7 days after executing the contract as specified in subsection (2).

(e) Describe the circumstances under which the resident will be permitted to remain in the facility in the event of financial difficulties of the resident. The stated policy may not be less than the terms stated in s. [651.061](#).

(f) State the fees that will be charged if the resident marries while at the designated facility, the terms concerning the entry of a spouse to the facility, and the consequences if the spouse does not meet the requirements for entry.

(g) Provide that the contract may be canceled by giving at least 30 days' written notice of cancellation by the provider, the resident, or the person who provided the transfer of property or funds for the care of such resident. However, if a contract is canceled because there has been a good faith determination that a resident is a danger to himself or herself or others, only such notice as is reasonable under the circumstances is required.

~~(h)1.~~ ~~The contract must also provide~~ Describe in clear and understandable language, in print no smaller than the largest type used in the body of the contract, the terms governing the refund of any portion of the entrance fee.

~~1. 2.~~ For a resident whose contract with the facility provides that the resident does not receive a transferable membership or ownership right in the facility, and who has occupied his or her unit, the refund shall be calculated on a pro rata basis with the facility retaining up to 2 percent per month of occupancy by the resident and up to a 5 percent processing fee. Such refund must be paid within 120 days after giving the notice of intention to cancel. For contracts entered into on or after October 1, 2015, refunds must be made within 90 days after the contract is terminated and the unit is vacated. A resident who enters into a contract prior to October 1, 2015 may voluntarily sign a contract addendum approved by the office that provides for the revised refund requirement.

~~2. 3.~~ In addition to a processing fee not to exceed 5 percent, if the contract provides for the facility to retain ~~up to~~ no more than 1 percent per month of occupancy by the resident and the resident does not receive a transferable membership or ownership right in the facility, it may provide that the contract shall provide that such refund will be paid ~~from the~~ in one of the following ways :

a. The proceeds of the next entrance fees received by the provider for units for which there are no prior claims by any resident until paid in full,

b. The proceeds of the next entrance fee received by the provider for a like or similar unit as specified in the residency or reservation contract signed by the resident for which there are no prior claims by any resident until paid in full or if the provider has discontinued marketing continuing care contracts, within 200 days after the date of notice, or

c. For contracts entered into before October 1, 2015, the proceeds of the next entrance fee received by the provider for the unit that is vacated.

3. For contracts entered into on or after October 1, 2015 that provide for a refund in accordance with subparagraph (h)2.b. and c., the following provisions apply:

a. Any refund that is due upon the resident's death or relocation of the resident to another level of care that results in the termination of the contract must be paid the earlier of 30 days of receipt by the provider of the next entrance fee for a like or similar unit for which there is no prior claim by any resident until paid in full or no later than 12 months after the contract is terminated and the unit is vacated.

b. A provider that has a contract in effect on October 1, 2015 that provides for a refund to be paid from the next entrance fee received for the unit that is vacated may continue to offer such contract if the contract is amended to provide for the refund to be made the earlier of 30 days of receipt of the next entrance fee received by the provider for the unit that is vacated or no later than 12 months after the contract is terminated as a result of the resident's death or relocation to another level of care and the unit is vacated. The office may approve new contracts and contract addendums or modifications with this provision in it for such providers. However, no more than one entrance fee refund may be held by such provider on a specific unit unless a resident that previously occupied that unit has moved to another level of care, and the contract has not been terminated.

- c. A provider may delay making refunds for an additional 6 months if paying an outstanding refund or refunds due for more than 12 months would put the facility in violation of its financing covenants or lending agreements with a third party or prevent the provider from paying the facility's operating and capital expenses which must be calculated in accordance with Generally Accepted Accounting Principles. A provider that extends the refund period must notify the office of such action in writing at least 45 days prior to the expiration of the 12 month refund period. The notification must contain documentation of why the extension is necessary and must be accompanied by a corrective action plan detailing steps that will be taken to ensure that each refund will be made no later than 18 months from the date that the contract was terminated and the unit vacated. The office must notify the provider of concerns about the extension or corrective action plan within the 45 days advance notification period. If the provider is not contacted by the office by the 45<sup>th</sup> day, the 12 month period is extended automatically by 6 months. The office may deny a 6 month extension if one or more of the grounds for rehabilitation in s.631.051 exist. The provider must disclose in the contract that a 6 month extension could occur if the facility meets the criteria in this subparagraph and the office does not object. The provider must provide written notification to affected residents or estates of residents in writing within 14 days of an extension taking effect. The office has the sole discretion to extend the refund period beyond 18 months if a facility is in administrative supervision or rehabilitation.
- d. Any refund that is due to a resident who voluntarily terminates a contract after the 7 day rescission period required in subsection (2) and vacates the unit must be paid within 30 days of receipt by the provider of the next entrance fee for a like or similar unit or the unit that is vacated for which there are no prior claims by any resident until paid in full and is not subject to the provisions in subparagraphs 3. a., b. or c. A contract is voluntarily terminated when a resident provides written notice of intent to leave and moves out of the continuing care facility after the 7 day rescission period.

4. If the provider has discontinued marketing continuing care contracts, a refund must be paid within 200 days after the contract is terminated and the unit is vacated.

4. 5. Unless subsection (5) applies, for any prospective resident, regardless of whether or not such a resident receives a transferable membership or ownership right in the facility, who cancels the contract before occupancy of the unit, the entire amount paid toward the entrance fee shall be refunded, less a processing fee of up to 5 percent of the entire entrance fee; however, the processing fee may not exceed the amount paid by the prospective resident. Such refund must be paid within 60 days after giving notice of intention to cancel. For a resident who has occupied his or her unit and who has received a transferable membership or ownership right in the facility, the foregoing refund provisions do not apply but are deemed satisfied by the acquisition or receipt of a transferable membership or an ownership right in the facility. The provider may not charge any fee for the transfer of membership or sale of an ownership right.

(h)(i) State the terms under which a contract is canceled by the death of the resident. These terms may contain a provision that, upon the death of a resident, the entrance fee of such resident is considered earned and becomes the property of the provider. If the unit is shared, the

conditions with respect to the effect of the death or removal of one of the residents must be included in the contract.

~~(j)~~(i) Describe the policies that may lead to changes in monthly recurring and nonrecurring charges or fees for goods and services received. The contract must provide for advance notice to the resident, of at least 60 days, before any change in fees or charges or the scope of care or services is effective, except for changes required by state or federal assistance programs.

~~(j)~~(k) Provide that charges for care paid in one lump sum may not be increased or changed during the duration of the agreed upon care, except for changes required by state or federal assistance programs.

~~(k)~~(l) Specify whether the facility is, or is affiliated with, a religious, nonprofit, or proprietary organization or management entity; the extent to which the affiliate organization will be responsible for the financial and contractual obligations of the provider; and the provisions of the federal Internal Revenue Code, if any, under which the provider or affiliate is exempt from the payment of federal income tax.

(2) A resident has the right to rescind a continuing care contract and receive a full refund of any funds paid, without penalty or forfeiture, within 7 days after executing the contract. A resident may not be required to move into the facility designated in the contract before the expiration of the 7-day period. During the 7-day period, the resident's funds must be held in an escrow account unless otherwise requested by the resident pursuant to s. [651.033](#)(3)(c).

(3) The contract must include or be accompanied by a statement, printed in boldfaced type, which reads: "This facility and all other continuing care facilities in the State of Florida are regulated by chapter 651, Florida Statutes. A copy of the law is on file in this facility. The law gives you or your legal representative the right to inspect our most recent financial statement and inspection report before signing the contract."

(4) Before the transfer of any money or other property to a provider by or on behalf of a prospective resident, the provider shall present a typewritten or printed copy of the contract to the prospective resident and all other parties to the contract. The provider shall secure a signed, dated statement from each party to the contract certifying that a copy of the contract with the specified attachment, as required pursuant to this chapter, was received.

(5) Except for a resident who postpones moving into the facility but is deemed to have occupied a unit as described in paragraph (1)(d), if a prospective resident dies before occupying the facility or, through illness, injury, or incapacity, is precluded from becoming a resident under the terms of the continuing care contract, the contract is automatically canceled, and the prospective resident or his or her legal representative shall receive a full refund of all moneys paid to the facility, except those costs specifically incurred by the facility at the request of the prospective resident and set forth in writing in a separate addendum, signed by both parties, to the contract.

(6) In order to comply with this section, a provider may furnish information not contained in his or her continuing care contract through an addendum.

(7) Contracts to provide continuing care, including contracts that are terminable by either party, may include agreements to provide care for any duration.

(8) Those contracts entered into after July 1, 1977, and before the issuance of a certificate of authority to the provider are valid and binding upon both parties in accordance with their terms. Within 30 days after receipt of a letter from the office notifying the provider of a noncompliant residency contract, the provider shall file a new residency contract for approval that complies with Florida law. Pending review and approval of the new residency contract, the provider may continue to use the previously approved contract.

(9) A prospective resident, resident, or resident's estate is not entitled to interest of any type on a deposit or entrance fee unless interest is specified in the continuing care contract. This subsection is remedial in nature and clarifies existing law.

(10) For the purpose of this section, a “like or similar unit” means at least 5 residential dwellings categorized by comparable square footage, number of bedrooms, location, age of construction or a combination of one or more of these features as specified in the residency or reservation contract.

~~(10)~~(11) The provisions of this section control over any conflicting provisions contained in part II of chapter 400 or in part I of chapter 429.

651.028 Accredited facilities.—If a provider is accredited without stipulations or conditions by a process found by the office to be acceptable and substantially equivalent to the provisions of this chapter, the office may, pursuant to rule of the commission, waive any requirements of this chapter with respect to the provider if the office finds that such waivers are not inconsistent with the security protections intended by this chapter.

651.071 Contracts as preferred claims on bankruptcy, liquidation or receivership.—

(1) In the event of bankruptcy, receivership or liquidation proceedings against a provider, all continuing care and continuing care at-home contracts executed by a provider shall be deemed preferred claims against all assets owned by the provider; however, such claims are subordinate to those priority claims set forth in s. 631.271 and any secured claim.

(2) Any other claims not set forth in subsection (1) shall be considered as general creditors' claims.

(3) Nothing in this section shall be construed to impair the priority, with respect to the lien property, of mortgages, security agreements, or lease agreements or installment sales agreements on property not otherwise encumbered entered into by a provider with an issuer of bonds or notes, which has financed a facility, and which bonds are secured by a resolution, ordinance, or indenture of trust, if such mortgages or agreements were duly recorded at least 4 months prior to the institution of receivership or liquidation proceedings.

651.105 Examination and inspections.—

(1) The office may at any time, and shall at least once every 3 years, examine the business of any applicant for a certificate of authority and any provider engaged in the execution of care contracts or engaged in the performance of obligations under such contracts, in the same manner as is provided for the examination of insurance companies pursuant to s. 624.316. For a provider as defined in s. 651.028, such examinations shall take place at least once every 5 years. Such examinations shall be made by a representative or examiner designated by the office whose compensation will be fixed by the office pursuant to s. 624.320. Routine examinations may be made by having the necessary documents submitted to the office; and, for this purpose, financial documents and records conforming to commonly accepted accounting principles and practices, as required under s. 651.026, are deemed adequate. The final written report of each examination must be filed with the office and, when so filed, constitutes a public record. Any provider being examined shall, upon request, give reasonable and timely access to all of its records. The representative or examiner designated by the office may at any time examine the records and affairs and inspect the physical property of any provider, whether in connection with a formal examination or not.

- (2) Any duly authorized officer, employee, or agent of the office may, upon presentation of proper identification, have access to, and inspect, any records, with or without advance notice, to secure compliance with, or to prevent a violation of, any provision of this chapter.
- (3) Reports of the results of such financial examinations must be kept on file by the office. Any investigatory records, reports, or documents held by the office are confidential and exempt from the provisions of s. 119.07(1), until the investigation is completed or ceases to be active. For the purpose of this section, an investigation is active while it is being conducted by the office with a reasonable, good faith belief that it could lead to the filing of administrative, civil, or criminal proceedings. An investigation does not cease to be active if the office is proceeding with reasonable dispatch and has a good faith belief that action could be initiated by the office or other administrative or law enforcement agency.
- (4) The office shall notify the provider in writing of all deficiencies in its compliance with the provisions of this chapter and the rules adopted pursuant to this chapter and shall set a reasonable length of time for compliance by the provider. In addition, the office shall require corrective action or request a corrective action plan from the provider which plan demonstrates a good faith attempt to remedy the deficiencies by a specified date. If the provider fails to comply within the established length of time, the office may initiate action against the provider in accordance with the provisions of this chapter.
- (5) At the time of the routine examination, the office shall determine if all disclosures required under this chapter have been made to the president or chair of the residents' council.
- (6) An agent of the provider must give a copy of the final examination report and corrective action plan, if one is required by the office, to the lead officer of the governing body of the provider within 60 days of the issuance of the report.

#### 651.081 Residents' council.—

- (1) Residents living in a facility holding a valid certificate of authority under this chapter have the right of self-organization, the right to be represented by an individual of their own choosing, and the right to engage in concerted activities for the purpose of keeping informed on the operation of the facility that is caring for them or for the purpose of other mutual aid or protection.
- (2) A residents' council created for the purpose of representing residents on matters set forth in s. 651.085 ~~may shall~~ be established through an election in which the residents, as defined in s. 651.011, vote by ballot, physically or by proxy.

If the election is to be held during a meeting, a notice of the organizational meeting must be provided to all residents of the community at least 10 business days before the meeting. Notice may be given through internal mailboxes, communitywide newsletters, bulletin boards, in-house television stations, and other similar means of communication. An election creating a residents' council is valid if at least 40 percent of the total resident population participates in the election and a majority of the participants vote ~~affirmatively for the council~~. The initial residents' council created under this section is valid for at least 12 months. A residents' organization formalized by bylaws and elected officials must be recognized as the residents' council under this section and s. 651.085. Within 30 days after the election of a newly elected president or chair of the residents' council, the provider shall give the president or chair a copy of this chapter and rules adopted thereunder, or direct him or her to the appropriate public website to obtain this information.

In addition to those matters set forth in s. 651.085, a residents' council shall provide a forum whereby a resident or residents may submit issues or make inquiries related to but not limited to subjects that impact the general quality of life and cultural environment of the resident population. The residents' council shall serve as a formal liaison to provide input related to such matters to the appropriate representative of the provider.

A residents' council's activities are independent of the provider, and in that regard, the provider is not subject to ensuring compliance of the residents' council with sections of this chapter that are specifically related to the operation of a resident's council nor responsible for associated costs.

A residents' council shall adopt its own bylaws and governance documents. It is intended that the residents' council provide for open meetings when appropriate, that governing documents define the manner in which residents may submit an issue to the council, and that such documents define a reasonable timeframe in which the residents' council shall respond to a resident submission or inquiry. As it relates to good governance practices, a residents' council is encouraged to include term limits in its governing documents when possible to ensure consistent integration of new leaders. If a licensed facility files for Chapter 11 of the Federal Bankruptcy Code, the facility shall include in its required filing with the United States Trustee of the 20 largest unsecured creditors the name and contact information of a Designated Resident selected by the residents' council, and an explanation that the Designated Resident was chosen by the residents' council and is offered for the United States Trustee's consideration to serve as a representative of the residents' interest on the Creditors' Committee if appropriate. Only one residents' council may represent residents before the governing body of the provider as described in s. 651.085(2).

651.085 Quarterly meetings between residents and the governing body of the provider; resident representation before the governing body of the provider.—

(1) The governing body of a provider, or the designated representative of the provider, shall hold quarterly meetings with the residents of the continuing care facility for the purpose of free discussion of subjects including, but not limited to, income, expenditures, and financial trends and problems as they apply to the facility, as well as a discussion on proposed changes in policies, programs, and services. At quarterly meetings where monthly maintenance fee increases are discussed, a summary of the reasons for raising the fee as specified in subsection (4) must be provided in writing to the president or chair of the residents' council. Upon request of the residents' council, a member of the governing body of the provider, such as a board member, general partner, principal owner, or designated representative shall attend such meetings. Residents are entitled to at least 7 days' advance notice of each quarterly meeting. An agenda and any materials that will be distributed by the governing body or representative of the provider shall be posted in a conspicuous place at the facility and shall be available upon request to residents of the facility. The office shall request verification from a facility that quarterly meetings are held and open to all residents ~~if it receives a complaint from the residents' council that a facility is not in compliance with this subsection.~~ In addition, a facility shall report to the office in the annual report required under s. 651.026 the dates on which quarterly meetings were held during the reporting period.

(2) A residents' council formed pursuant to s. 651.081, members of which are elected by the residents, ~~may shall~~ designate a resident to represent them before the governing body of the provider ~~or organize a meeting or ballot election of the residents to determine whether to elect a resident to represent them before the governing body of the provider. If a residents' council does not exist, any resident may organize a meeting or ballot election of the residents of the facility to determine whether to elect a resident to represent them before the governing body and, if applicable, elect the representative. The residents' council, or the resident that organizes a meeting or ballot election to elect a representative, shall give all residents notice at least 10 business days before the meeting or election. Notice may be given through internal mailboxes, communitywide newsletters, bulletin boards, in-house television stations, and other similar means of communication. An election of the representative is valid if at least 40 percent of the total resident population participates in the election and a majority of the participants vote affirmatively for the representative. The initial designated representative elected under this section shall be elected to serve at least 12 months.~~

(3) The designated representative shall be notified at least 14 days in advance of any meeting of the full governing body at which proposed changes in resident fees or services will be discussed. The representative shall be invited to attend and participate in that portion of the meeting designated for the discussion of such changes.

(4) At a quarterly meeting prior to the implementation of any increase in the monthly maintenance fee, the designated representative of the provider must provide the reasons, by department cost centers, for any increase in the fee that exceeds the most recently published Consumer Price Index for All Urban Consumers, all items, Class A Areas of the Southern Region. Nothing in this subsection shall be construed as placing a cap or limitation on the amount of any increase in the monthly maintenance fee, establishing a presumption of the appropriateness of the Consumer Price Index as the basis for any increase in the monthly maintenance fee, or limiting or restricting the right of a provider to establish or set monthly maintenance fee increases.

(5) The Board of directors or governing board of a licensed provider may at its sole discretion allow a resident of the facility to be a voting member of the board or governing body of the facility. The Board of directors or governing board of a licensed provider shall have the right to establish specific criteria for the nomination, selection and term of a resident as a member of the board or governing body. If the board or governing body of a licensed provider operates more than one licensed facility, whether in-state or out-of-state, the board or governing body may select at its sole discretion one resident from among its facilities to serve on the board of directors or governing body on a rotating basis."

651.091 Availability, distribution, and posting of reports and records; requirement of full disclosure.—

(1) Each continuing care facility shall maintain as public information, available upon request, records of all cost and inspection reports pertaining to that facility which have been filed with or issued by any governmental agency. A copy of each report shall be retained for at least 5 years after the date the report is filed or issued. Each facility shall also maintain as public information, available upon request, all annual statements that have been filed with the office. For purposes of this section, a management company or operator is considered an agent of the provider.

(2) Every continuing care facility shall:

(a) Display the certificate of authority in a conspicuous place inside the facility.

- (b) Post in a prominent position in the facility which is accessible to all residents and the general public a concise summary of the last examination report issued by the office, with references to the page numbers of the full report noting any deficiencies found by the office, and the actions taken by the provider to rectify such deficiencies, indicating in such summary where the full report may be inspected in the facility.
  - (c) Post in a prominent position in the facility which is accessible to all residents and the general public a summary of the latest annual statement, indicating in the summary where the full annual statement may be inspected in the facility. A listing of any proposed changes in policies, programs, and services must also be posted.
  - (d) Distribute a copy of the full annual statement and a copy of the most recent third party financial audit filed with the annual report to the president or chair of the residents' council within 30 days after filing the annual report with the office, and designate a staff person to provide explanation thereof.
  - (e) Notify the residents' council of any plans filed with the office to obtain new financing, additional financing, or refinancing for the facility and of any applications to the office for any expansion of the facility.
  - (f) Deliver to the president or chair of the residents' council a summary of entrance fees collected and refunds made during the time period covered in the annual report and the refund balances due at the end of the report period.
  - (g) Deliver to the president or chair of the residents' council a copy of each quarterly statement within 30 days after the quarterly statement is filed with the office if the facility is required to file quarterly.
  - (h) Upon request, deliver to the president or chair of the residents' council a copy of any newly approved continuing care or continuing care at-home contract within 30 days after approval by the office.
- (3) Before entering into a contract to furnish continuing care or continuing care at-home, the provider undertaking to furnish the care, or the agent of the provider, shall make full disclosure, and provide copies of the disclosure documents to the prospective resident or his or her legal representative, of the following information:
- (a) The contract to furnish continuing care or continuing care at-home.
  - (b) The summary listed in paragraph (2)(b).
  - (c) All ownership interests and lease agreements, including information specified in s. 651.022(2)(b)8.
  - (d) In keeping with the intent of this subsection relating to disclosure, the provider shall make available for review master plans approved by the provider's governing board and any plans for expansion or phased development, to the extent that the availability of such plans does not put at risk real estate, financing, acquisition, negotiations, or other implementation of operational plans and thus jeopardize the success of negotiations, operations, and development.
  - (e) Copies of the rules and regulations of the facility and an explanation of the responsibilities of the resident.
  - (f) The policy of the facility with respect to admission to and discharge from the various levels of health care offered by the facility.
  - (g) The amount and location of any reserve funds required by this chapter, and the name of the person or entity having a claim to such funds in the event of a bankruptcy, foreclosure, or rehabilitation proceeding.
  - (h) A copy of s. 651.071.

(i) A copy of the resident's rights as described in s. 651.083.

(4)-A true and complete copy of the full disclosure document to be used must be filed with the office before use. A resident or prospective resident or his or her legal representative may inspect the full reports referred to in paragraph (2)(b); the charter or other agreement or instrument required to be filed with the office pursuant to s. 651.022(2), together with all amendments thereto; and the bylaws of the corporation or association, if any. Upon request, copies of the reports and information shall be provided to the individual requesting them if the individual agrees to pay a reasonable charge to cover copying costs.

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