

§ 58-64A-190. Continuing care at home contract.

- (a) A continuing care at home contract shall include all of the following provisions:
- (1) A provision that the individual contracting with the provider may rescind the contract within 30 days following the later of (i) the execution of the contract or (ii) the receipt of a disclosure statement that meets the requirements of G.S. 58-64A-150.
 - (2) A provision that, if a resident dies prior to the effective start date of services, or if, on account of illness, injury, or incapacity, a resident would be precluded from meeting the eligibility terms of the contract, the contract is automatically canceled.
 - (3) A provision that, for rescinded or canceled contracts under this subsection, the resident, or the resident's legal representative, shall receive a refund of all money or other consideration transferred to the provider, less (i) periodic fees specified in the contract and applicable only to the period when services were provided to the resident; (ii) nonrefundable fees, if set out in the contract; and (iii) a reasonable service charge, if set out in the contract, not to exceed the greater of three thousand dollars (\$3,000) or two percent (2%) of the entrance fee, if any.
 - (4) A provision that any refund due to a resident for any other cancellation or termination not provided for in subdivisions (1) and (2) of this subsection shall be computed in accordance with the terms of the contract.
- (b) A continuing care at home contract shall specify all of the following:
- (1) All fees required, including any entrance fee and any ongoing periodic fees.
 - (2) The services to be provided.
 - (3) The policies to be implemented if the resident cannot pay the periodic fees.
 - (4) The terms governing the refund of any portion of the entrance fee in the event of death or cancellation by the resident or provider.
 - (5) The policy regarding the adjustment of periodic fees.
 - (6) Whether transportation will be provided to residents, including travel to and from the continuing care retirement community for services.
 - (7) The mechanism for monitoring residents who live outside the continuing care retirement community.
 - (8) The process that will be followed to establish priority if a resident wishes to exercise the resident's right to move into an independent living unit at a continuing care retirement community operated by the provider.
 - (9) The process the provider will follow if it becomes necessary for the resident to move into a long-term care facility.
 - (10) The policy that will be followed if a resident chooses not to move to a long-term care facility when recommended by the provider.
 - (11) The policy, if any, that would entitle a resident to select placement in a long-term care facility that is not owned and operated by the provider or by a related party of the provider.
 - (12) A statement describing any applicable geographical limits of the continuing care at home program, and the policy that will be followed in the event that a resident relocates to a different residence outside the geographical limits covered by the continuing care at home program.
- (c) A continuing care at home contract shall include the following notice immediately above the contract signature line and be in type that is boldfaced, capitalized, underlined, or otherwise set out from the surrounding written material so as to be conspicuous:

"NOTICE

Because the authority to enter into continuing care at home contracts granted by the North Carolina Department of Insurance is neither a guarantee of performance by the provider nor an endorsement of any continuing care at home contract provision, prospective residents must carefully consider the risks, benefits, and costs before signing a continuing care at home contract and are strongly encouraged to seek financial and legal advice before doing so." (2025-58, s. 2.)