



**647.01** Definitions. In this chapter:

(2) "Continuing care contract" means a contract entered into on or after January 1, 1985, to provide nursing services, medical services or personal care services, in addition to maintenance services, for the duration of a person's life or for a term in excess of one year, conditioned upon any of the following payments:

(a) An entrance fee in excess of \$10,000.

(b) Providing for the transfer of at least \$10,000 if the amount is expressed in dollars or 50% of the person's estate if the amount is expressed as a percentage of the person's estate to the service provider upon the person's death.

**647.02 (2) (h)** A list of each administrative, civil or criminal action, order and proceeding to which the applicant or any of the applicant's directors or principal officers have been subjected during the preceding 5 years due to an alleged violation of any state or federal law, regulation or rule, if any of the following occurs:

1. The alleged violation constitutes a felony; or

2. The alleged violation relates to the finances of a continuing care facility, a retirement community or a nursing home in any jurisdiction.

**647.05** Continuing care contract provisions. A provider may not enter into a continuing care contract unless the contract:

(1) Is coherent, written in commonly understood language, legible, appropriately divided and captioned and presented in a meaningful manner. Each provider shall submit to the commissioner a copy of the form of the continuing care contract within 30 days after any change is made in that continuing care contract.

(2) Specifies what services are provided to the resident under the continuing care contract and what services are provided at an additional cost to the resident.

(3) Contains information about the status of a resident's claim against the facility's assets if the facility were to be liquidated.

(4) Includes a refund schedule.

(5) Specifies the circumstances and consequences of termination of the contract by either the provider or the resident.

(6) Provides that if a resident dies or the continuing care contract is terminated prior to occupancy or within the first 30 days after occupancy, the provider will refund at least the entrance fee less the cost of any reasonable refurbishing and less the cost of any care actually received by the resident that was not included in other charges by the provider.

(7) Provides that if a resident dies or the continuing care contract is terminated after the first 30 days of occupancy, but within the first 90 days of occupancy, the provider will refund at least 90% of the amount computed under sub. (6).

(8) Provides that if the resident terminates the continuing care contract after the first 90 days of occupancy, the provider will refund to the resident a portion of the resident's entrance fee that is no less than the amount of refund indicated on the refund schedule that is in effect under the terms of the resident's continuing care contract.

(9) Provides that if the provider terminates the continuing care contract after the first 90 days of occupancy for reasons other than wilful violation of the continuing care contract by the resident, the provider will refund to the resident a portion of the resident's entrance fee that is no less than the amount determined by subtracting the quotient of the resident's actual length of stay divided by the actual or projected average length of stay of residents in the facility from 1.0 and multiplying the result obtained by the resident's entrance fee, as those figures are specified in the resident's continuing care contract. This subsection does not apply if the provider terminates the continuing care contract because of the death of the resident.