

(16) SPECIFY THE CIRCUMSTANCES, IF ANY, UNDER WHICH THE SUBSCRIBER WILL BE REQUIRED TO APPLY FOR MEDICAID, MEDICARE, PUBLIC ASSISTANCE, OR ANY PUBLIC BENEFIT PROGRAM.

(B) THIS SECTION SHALL NOT APPLY TO ANY CONTINUING CARE AGREEMENTS ENTERED INTO PRIOR TO THE EFFECTIVE DATE OF THIS ACT.

(C) ANY AGREEMENT SUBMITTED TO THE OFFICE PURSUANT TO § 10 WHICH DOES NOT CONTAIN THE ABOVE DISCLOSURES SHALL BE RETURNED TO THE FACILITY FOR AMENDMENT. NO CERTIFICATE OF REGISTRATION SHALL BE ISSUED BY THE OFFICE UNLESS AND UNTIL THE AGREEMENT MEETS THE REQUIREMENTS OF THIS SECTION.

14.

(A) A SUBSCRIBER SHALL HAVE THE RIGHT TO RESCIND A CONTINUING CARE AGREEMENT FOR ANY REASON PRIOR TO THE DATE OF OCCUPANCY BY THE SAID SUBSCRIBER.

(B) IN THE EVENT A SUBSCRIBER DIES OR RESCINDS THE CONTINUING CARE AGREEMENT FOR ANY REASON PRIOR TO OCCUPYING HIS UNIT, THE AGREEMENT IS AUTOMATICALLY CANCELED AND THE SUBSCRIBER OR HIS 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 SUBSCRIBER AND SET FORTH IN WRITING IN A SEPARATE ADDENDUM TO THE AGREEMENT AND SIGNED BY ~~BOTH PARTIES~~ THE SUBSCRIBER.

15.

NO AGREEMENT FOR CARE SHALL PERMIT DISMISSAL OR DISCHARGE OF THE SUBSCRIBER FROM THE FACILITY PROVIDING CARE PRIOR TO THE EXPIRATION OF THE AGREEMENT WITHOUT JUST CAUSE FOR SUCH A REMOVAL AND WITHOUT PROVIDING ADVANCE NOTICE OF AT LEAST 60 DAYS. IF A FACILITY TERMINATES A SUBSCRIBER FOR JUST CAUSE, THE FACILITY SHALL PAY TO THE SUBSCRIBER A REFUND BASED ~~ON ACTUARIAL TABLES AND INTEREST RATES AS SET FORTH BY RULE AND REGULATION~~ EQUAL TO THE ENTRANCE FEE DIVIDED BY THE SUBSCRIBER'S YEARS OF EXPECTED LIFETIME AT ADMISSION MULTIPLIED BY THE SUBSCRIBER'S YEARS OF EXPECTED LIFETIME AT DISCHARGE OR DISMISSAL. YEARS OF EXPECTED LIFETIME SHALL BE COMPUTED FOR BOTH PURPOSES ON THE BASIS OF THE LIFE TABLES MOST RECENTLY PUBLISHED BY THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AT THE TIME OF DISCHARGE OR DISMISSAL.

16.

~~NO ACT, AGREEMENT, OR STATEMENT OF ANY SUBSCRIBER OR AN INDIVIDUAL PURCHASING CARE FOR A SUBSCRIBER UNDER ANY AGREEMENT BENEFIT OR PROTECTION OF THE SUBSCRIBER OF THE INDIVIDUAL PURCHASING CARE FOR THE SUBSCRIBER.~~

NO ACT, AGREEMENT, OR STATEMENT OF ANY SUBSCRIBER OR BY AN INDIVIDUAL PURCHASING CARE FOR A SUBSCRIBER UNDER ANY AGREEMENT TO FURNISH CARE TO THE SUBSCRIBER SHALL CONSTITUTE