

(4) A PROJECTION OF THE LIFE EXPECTANCY AND THE NUMBER OF RESIDENTS WHO WILL REQUIRE NURSING HOME CARE;

(5) AN ACTUARIAL STUDY REVIEWED BY A CERTIFIED ACTUARY, AND SUBMITTED EVERY 3 YEARS; AND

(6) ANY FURTHER INFORMATION WHICH MAY BE REQUIRED BY THE OFFICE.

(F) IF THE APPLICATION AND ACCOMPANYING INFORMATION IS NOT RECEIVED BY THE OFFICE WITHIN THE 120-DAY PERIOD, A LATE FEE MAY BE CHARGED. FAILURE TO FILE THE REQUIRED INFORMATION WITHIN 90 DAYS OF THE DUE DATE SHALL BE A VIOLATION OF THIS SUBTITLE.

[(e)] (G) [Upon receipt of an application for the annual] A renewal of a [final] certificate of registration[, the Office shall review the application and determine if:] SHALL BE ISSUED BY THE OFFICE WHEN IT DETERMINES THAT:

(1) The documents required have been filed;

(2) [The proposed] ANY REVISED continuing care [contracts] AGREEMENTS meet the requirements of this subtitle;

(3) The provider has complied with Section § 17A of this article if it has been found to be in financial difficulty;

[(4)] (4) In those instances in which the applicant has been operating a continuing care facility, the necessary facilities for providing continuing care are in existence;]

[(5)] (4) When appropriate, the facilities have been licensed or certified by the Department of Health and Mental Hygiene or the Office [on Aging]; and

[(6)] (5) The advertising materials and circulars filed are not deceptive, misleading, or likely to mislead.

[(f)] If the application for renewal is approved, the certificate of registration shall be issued and the provider may continue to offer contracts to the public. If the application for renewal is disapproved, the Office shall set forth its reasons for denial of the application in writing.]

[(g)] (H) It shall be the responsibility of the Office to make the information provided pursuant to this [section] SUBTITLE available to all interested persons. The Office shall publicize the availability of this information.

[(h)] Fees collected by a provider under the terms of a continuing care agreement may not be used for purposes other than those set forth in the agreement.]