

restoration actually incurred by the provider and set forth in writing in a separate addendum to the agreement and signed by the subscriber, and

(ii) A processing fee approved by the Department.

(2) In the event that the subscriber rescinds the continuing care agreement within 90 days after entering into the agreement and prior to the date of occupancy of the unit for any reason other than the reasons specified in subsection (b)(1) of this section, the refund provisions shall be the same as those provided for in subsection (b)(1) of this section. If, prior to the date of occupancy of a unit, the subscriber rescinds the continuing care agreement after the 90-day period for any reason other than the reasons specified in subsection (b)(1) of this section, the provider may require the subscriber to forfeit an amount up to 25% of the subscriber's entrance fee deposit.

(c) A subscriber may rescind a continuing care agreement at any time if the terms of the agreement are in violation of the terms of this subtitle and the subscriber is injured by the violation. The subscriber shall be entitled to treble damages for extensive injuries arising from the violations.

(d) (1) If an applicant for admission to a continuing care facility withdraws the application prior to execution of a continuing care agreement, the applicant shall receive a full refund of all moneys paid to the provider except a processing fee approved by the Department.

(2) THE REFUND SHALL BE PAID WITHIN 60 DAYS OF THE WITHDRAWAL.

14A.

(A) (1) IF A SUBSCRIBER'S CONTINUING CARE AGREEMENT IS AN EXTENSIVE OR MODIFIED AGREEMENT THAT PROMISES A PROVIDER WILL PROVIDE ASSISTED LIVING SERVICES, AND IF THE PROVIDER DOES NOT HAVE AN ASSISTED LIVING BED AVAILABLE AT THE FACILITY WHEN THE SUBSCRIBER NEEDS THE PROMISED CARE, THE PROVIDER SHALL PROVIDE THE ASSISTED LIVING SERVICES THE SUBSCRIBER NEEDS IN ACCORDANCE WITH PARAGRAPH (2) OF THIS SUBSECTION.

(2) THE PROVIDER SHALL PROVIDE ASSISTED LIVING SERVICES REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION TO A SUBSCRIBER:

(I) AT THE SAME RATE THE SUBSCRIBER WOULD HAVE TO PAY IF AN ASSISTED LIVING BED WAS AVAILABLE; AND

(II) AT THE PROVIDER'S OPTION:

1. IN THE SUBSCRIBER'S INDEPENDENT LIVING UNIT; OR
2. IN A NEARBY LICENSED ASSISTED LIVING FACILITY.

(B) (1) IF A SUBSCRIBER'S CONTINUING CARE AGREEMENT IS AN EXTENSIVE OR MODIFIED AGREEMENT THAT PROMISES THE PROVIDER WILL PROVIDE THE SUBSCRIBER WITH COMPREHENSIVE CARE SERVICES IF THE SUBSCRIBER NEEDS THEM, AND IF THE PROVIDER DOES NOT HAVE A