

COMPREHENSIVE CARE BED AVAILABLE WHEN THE SUBSCRIBER NEEDS THE PROMISED CARE, THE PROVIDER SHALL PROVIDE THE COMPREHENSIVE CARE SERVICES NEEDED IN ACCORDANCE WITH PARAGRAPH (2) OF THIS SUBSECTION.

(2) A PROVIDER SHALL PROVIDE THE SERVICES REQUIRED BY PARAGRAPH (1) OF THIS SUBSECTION:

(I) AT THE SAME RATES A SUBSCRIBER WOULD HAVE PAID IF A COMPREHENSIVE BED WAS AVAILABLE; AND

(II) AT THE PROVIDER'S OPTION:

1. IN THE SUBSCRIBER'S INDEPENDENT OR ASSISTED LIVING UNIT; OR

2. IN A NEARBY LICENSED COMPREHENSIVE CARE FACILITY.

15A.

(A) IF A CONTINUING CARE AGREEMENT IS TERMINATED BY THE SUBSCRIBER'S ELECTION OR DEATH WITHIN THE FIRST 90 DAYS OF OCCUPANCY, THE PROVIDER SHALL PAY ANY CONTRACTUAL ENTRANCE FEE REFUND WITHIN 30 DAYS OF THE EARLIER TO OCCUR OF:

(1) THE RECONTRACTING FOR THE UNIT OF THAT SUBSCRIBER; OR

(2) THE LATER TO OCCUR OF:

(I) THE 90TH DAY AFTER THE DATE OF TERMINATION; OR

(II) THE DAY THE INDEPENDENT LIVING UNITS AT THE FACILITY HAVE OPERATED AT 95% OF CAPACITY FOR THE PREVIOUS 6 MONTHS.

(B) A PROVIDER SHALL PAY ANY CONTRACTUAL ENTRANCE FEE REFUND DUE UNDER A CONTINUING CARE AGREEMENT TO WHICH IT IS A PARTY WITHIN 60 DAYS OF THE AGREEMENT BEING TERMINATED BY A SUBSCRIBER'S ELECTION OR DEATH, IF ON THE TERMINATION DATE THE FOLLOWING CONDITIONS EXIST:

(1) THE SUBSCRIBER NO LONGER RESIDES IN A UNIT AT THE LEVEL OF CARE IN WHICH THE SUBSCRIBER RESIDED UPON INITIALLY ENTERING THE FACILITY;

(2) THE SUBSCRIBER RESIDES IN A UNIT AT A HIGHER LEVEL OF CARE THAN THE LEVEL OF CARE IN WHICH THE SUBSCRIBER RESIDED UPON INITIALLY ENTERING THE FACILITY; AND

(3) THE LAST UNIT IN WHICH THE SUBSCRIBER RESIDED AT THE LEVEL OF CARE IN WHICH THE SUBSCRIBER RESIDED UPON INITIALLY ENTERING THE FACILITY HAS BEEN OCCUPIED BY OR RESERVED FOR ANOTHER SUBSCRIBER WHO HAS PAID AN ENTRANCE FEE.

17A.

(a) There is a Financial Review Committee.