(1)   A CONTINUING CARE AT HOME PROVIDER IS SUBJECT TO EACH PROVISION OF THIS SUBTITLE EXCEPT PART II AND §§ 10–446 AND 10–448.

(2)   A CONTINUING CARE IN A RETIREMENT COMMUNITY PROVIDER IS SUBJECT TO EACH PROVISION OF THIS SUBTITLE EXCEPT PART VI.

(B)   APPLICATION OF OTHER LAWS.

(1)   A CONTINUING CARE OPERATION THAT IS SUBJECT TO THE PROVISIONS OF THIS SUBTITLE IS NOT SUBJECT TO:

(I)   THE MARYLAND HEALTH MAINTENANCE ORGANIZATION ACT UNDER TITLE 19, SUBTITLE 7 OF THE HEALTH – GENERAL ARTICLE;

(II)   EXCEPT FOR § 15–603 OF THE INSURANCE ARTICLE, THE INSURANCE ARTICLE;

(III)   TITLE 8 OF THE REAL PROPERTY ARTICLE; OR

(IV)   ANY COUNTY OR MUNICIPAL LANDLORD–TENANT LAW.

(2)   IF A PROVIDER CONTRACTUALLY UTILIZES THE SERVICES OF A LICENSED HOME HEALTH AGENCY OR RESIDENTIAL SERVICE AGENCY AND IS NOT ITSELF DIRECTLY PROVIDING THE TYPE OF SERVICES PROVIDED BY A HOME HEALTH AGENCY OR RESIDENTIAL SERVICE AGENCY, THE PROVIDER IS NOT SUBJECT TO TITLE 19, SUBTITLES 4 AND 4A OF THE HEALTH – GENERAL ARTICLE.

(3)   EXCEPT AS PROVIDED IN PARAGRAPHS (1) AND (2) OF THIS SUBSECTION, A CONTINUING CARE AT HOME PROVIDER IS SUBJECT TO ALL OTHER APPLICABLE LICENSING OR CERTIFICATION REQUIREMENTS OF STATE LAW.

(C)   SUBTITLE NOT APPLICABLE TO INSURANCE AGREEMENTS.

THIS SUBTITLE DOES NOT APPLY TO AN AGREEMENT THAT IS REGULATED AS INSURANCE UNDER THE INSURANCE ARTICLE.

(D)   ASSISTED LIVING PROGRAM SERVICES.

A PROVIDER THAT OFFERS ASSISTED LIVING PROGRAM SERVICES AS PART OF A CONTINUUM OF CARE IN ACCORDANCE WITH A CONTINUING CARE AGREEMENT MAY:

(1)   EXECUTE A SEPARATE ASSISTED LIVING RESIDENT AGREEMENT AND A SEPARATE ASSISTED LIVING DISCLOSURE STATEMENT; OR

(2)   MEET THE REQUIREMENTS OF §§ 10–425(C) AND 10–444(E) OF THIS SUBTITLE.

(E)   LIMITATION ON LIABILITY.

THE LIABILITY OF A PROVIDER TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE UNDER § 15–603 OF THE INSURANCE ARTICLE SHALL BE LIMITED TO THE AMOUNT OF THE REFUND THAT WOULD BE DUE TO THE SUBSCRIBER IF THE SUBSCRIBER WERE DISMISSED UNDER § 10–448 OF THIS SUBTITLE AT THE TIME OF