

(I) AT THE SAME RATE THE SUBSCRIBER WOULD PAY IF A COMPREHENSIVE BED WERE 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.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 70B, §§ 14A and 7(l) and (s).

In subsection (a)(2) and (3) of this section, the references to an "[e]xtensive agreement" and a "[m]odified agreement" are substituted for the former references to an "[e]xtensive contract" and a "[m]odified contract" for consistency with terminology used in subsections (b)(1)(i) and (c)(1)(i) of this section.

In subsection (a)(3)(i) of this section, the references to a continuing care contract "under which the provider promises to provide residential facilities, meals, amenities, and a limited amount of long-term care services" is substituted for the former reference to a continuing care agreement that "[w]ould be an extensive contract but for its limiting the amount of long-term care services to be provided" for clarity.

The Human Services Article Review Committee suggests that the General Assembly may wish to define the term "comprehensive care services" used in subsection (c) of this section.

Defined terms: "Assisted living program" § 10-401

"Continuing care agreement" § 10-401

"Entrance fee" § 10-401

"Facility" § 10-401

"Provider" § 10-401

"Subscriber" § 10-401

10-448. DISMISSAL OR DISCHARGE OF SUBSCRIBER BEFORE EXPIRATION OF AGREEMENT.

(A) DISMISSAL OR DISCHARGE OF SUBSCRIBER BY PROVIDER.

A CONTINUING CARE AGREEMENT MAY NOT ALLOW DISMISSAL OR DISCHARGE OF THE SUBSCRIBER FROM THE FACILITY PROVIDING CARE BEFORE THE AGREEMENT EXPIRES UNLESS:

(1) THE PROVIDER HAS JUST CAUSE FOR THE DISMISSAL OR DISCHARGE; AND

(2) THE PROVIDER GIVES THE SUBSCRIBER AT LEAST 60 DAYS' ADVANCE NOTICE.

(B) REFUND REQUIRED.