**10-144 C.M.R. Ch 113**

**Assisted Housing Programs**

**Licensing Rule**

**Part A: Assisted Living Facilities**



Effective Date: September 18, 2025

**Department of Health and Human Services**

**Division of Licensing and Certification**

**State House Station 11**

**41 Anthony Ave.**

**Augusta, ME 04333-0011**

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**Section 1: Purpose and Definitions**

**A.** **Purpose**

Under 22 M.R.S. § 7852(2-A), the types of Assisted Housing Facilities are Assisted Living Facilities, Residential Care Facilities and Independent Housing with Services Programs. Private Non-Medical Institutions (PNMI) funded under 10-144 C.M.R. Ch. 101, MaineCare Billing Manual Section 97, are a type of residential care facility but PNMIs offering behavioral healthcare services may be subject to licensure under 10-144 C.M.R. Ch. 123, Behavioral Health Organizations Licensing Rule. Independent Housing with Services Programs are not covered by this rule because no license is required pursuant to 22 M.R.S. § 7807.

This part of 10-144 C.M.R. Ch. 113 establishes minimum standards for the licensing of Assisted Living Facilities. A licensee cannot disown the acts of employees, as employee actions form the basis for compliance with this rule and statute. Staff nonadherence to the standards required by rule or statute may result in a citation against the licensee for noncompliance.

Assisted Housing Facilities provide housing, assistance with activities of daily living and instrumental activities of daily living, personal supervision, protection from environmental hazards, meals, diet care, care management and diversional or motivational activities, and may also provide medication administration and/or nursing services if licensed to do so under this rule. These rules require that services be individualized to meet resident needs and encourage each resident’s right to independence, choice and decision making, while living in a safe environment.

Facilities enrolled with the Office of MaineCare Services and providing care to MaineCare members must meet the relevant requirements of 10-144 C.M.R. Ch. 101, MaineCare Benefits Manual, in addition to the licensure requirements of an Assisted Housing Facility.

**B.** **Definitions**. The following terms have the meanings as specified.

1. “**Abuse**” means the willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment that causes or is likely to cause physical harm or pain or mental anguish; sexual abuse or sexual exploitation; financial exploitation; or the intentional, knowing, or reckless deprivation of essential needs. Abuse includes acts and omissions.
2. “**Activities of Daily Living”** (ADLs) means tasks routinely performed by a person to maintain bodily functions, including bed mobility, transfers, locomotion, dressing, eating, toileting, bathing and personal hygiene.
3. **“Administrator”** means the person responsible for the management of a licensed assisted housing facility, including compliance with this rule.
4. **“Adult Day Services”** means the care and supervision of residents who attend the facility during daytime or nighttime hours but are not residents of the facility.
5. **“Applicant**” means the person who owns the facility and is applying for a license, or the person who is applying for a license pursuant to a valid lease agreement, contract, or other agreement with the owner of the building that delineates the roles and duties under these rules.
6. **“Assisted Housing Services”** means the provision of housing, assistance with activities of daily living and instrumental activities of daily living, personal supervision, protection from environmental hazards, meals, diet care, care management, diversional or motivational activities, medication administration and nursing services. These services are further defined as follows:
7. Personal supervision, meaning awareness of a resident’s general whereabouts, even though the resident may travel independently in the community; and observation and assessment of each resident’s functioning or behavior to enhance his or her health or safety or the health or safety of others;
8. Protection from environmental hazards, meaning mitigation of risk in the physical environment to prevent unnecessary injury or accident;
9. Diversional, motivational, or recreational activities, meaning activities which respond to residents’ interests or which stimulate social interaction, both in individual and group settings;
10. Diet care services, meaning the provision of regular and therapeutic diets that meet each resident’s minimum daily food requirements;
11. Care management services, meaning a process of working with a resident to identify his/her needs and strengths, develop a service plan and arrange for and monitor service delivery;
12. Administration of medications, meaning services such as reading labels for residents, observing residents taking their medications, checking the dosage, removing the prescribed dosage from a pill bottle or medication packaging, filling a syringe and administering insulin and bee sting kits (when permitted), and the maintenance of a medication record for each resident; and
13. Nursing services, meaning services provided by nurses licensed pursuant to 32 M.R.S. § 2101 et seq. It may include coordination and oversight of resident care services provided by facility employees within the scope of their training.
14. **“Assisted Living Facility**” means a house or other place that, for consideration, is maintained wholly or in part for the purpose of providing assisted living services to residents in private apartments in buildings that include a common dining area, either directly by the provider or indirectly through contracts with persons, entities or agencies.
15. **“Assisted Living Services”** means the provision of assisted housing services by an assisted housing facility, either directly by the provider or indirectly through contracts with persons, entities or agencies.

**9**. “**Certified Nursing Assistant (CNA)”** means a person who meets the qualifications for listing and is currently listed on the Maine Registry of Certified Nursing Assistants and Direct Care Workers as an active CNA.

1. **“Cohorting”** means the practice of grouping residents infected with the same infectious agent together, to confine their care to one area and prevent contact with susceptible residents.
2. “**Deficiency**” means a violation of State licensing rule.
3. **“Dementia”** means an acquired loss of cognitive functioning (primarily abstract thinking, memory, and judgment) of sufficient severity to interfere with a person’s ability to act independently and perform routine daily activities.
4. “**Department**” means the Maine Department of Health and Human Services.
5. **“Dietitian”** means an individual who is currently licensed to practice dietetics in the State of Maine.
6. **“Discharge”** means to require the relocation of the resident by terminating the provision of services by an assisted housing facility to a resident.
7. “**Directed Plan of Correction**” means a Plan of Correction issued by the Department which directs how and when to correct cited deficiencies.
8. **“Distinct Part”** means a physically separate unit that is clearly identifiable from the remainder of the facility. Various beds scattered throughout the facility would not comprise a “distinct part”. The “distinct part” of a facility provides a level of care distinguishable from other levels of care in the facility.
9. “**Duly Authorized Licensed Practitioner**” means an individual currently licensed in the State of Maine as a physician, physician’s assistant or nurse practitioner.
10. **“Emergency”** means those events that demonstrate that a resident has an urgent medical or psychological need, which requires immediate acute care treatment or that pose imminent danger to other residents. Emergency also means a natural disaster that damages or interrupts vital services to residents or the integrity of the physical plant.
11. **“Expired Foods”** means packaged foods for which the manufacturer’s “use by” date has passed. Expired foods do not include packaged foods for which a “best by” or “sell by” date has passed.
12. “**Exploitation**” means the illegal or improper use of an incapacitated or dependent adult or his/her resources for another’s profit or advantage.
13. **“Exposure”** means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
14. “**False Information**” means any written or verbal statement or representation of fact that is not true and that was made intentionally, knowingly, or without having taken reasonable steps to ascertain whether or not the information was true.
15. “**Food Preparation Area”** means an area for the purpose of storing and preparing food in an individual’s apartment. This area must include, as a minimum, six square feet of clear countertop, a small refrigerator, bar-type sink, a cabinet for food storage, and either two stovetop burners or a microwave oven.
16. **“Grievance”** means an allegation by a resident of violation of basic rights, including those enumerated in this rule.
17. **“Infectious Disease”** (also known as “contagious disease” or “communicable disease”) means a disease transmissible by direct contact with an affected individual (e.g., from person-to-person) or the individual's body fluids, or by indirect means (e.g., contaminated object).
18. “**Instrumental Activities of Daily Living (hereinafter IADLs)**” includes, but is not limited to, preparing or receiving of a main meal, taking medication, using the telephone, handling finances, banking, shopping, routine housework, laundry and getting to appointments.
19. “**Legal Representative**” means a guardian, conservator, agent under durable power of attorney, representative payee, or other person authorized by law, whose authority extends to the matter under consideration and who has provided the facility with documentation of their legal authority.
20. “**Licensee**” means the person, firm, agency, corporation, or other legal entity to whom a license is issued.
21. **“Licensed Administrator”** means an individual who holds a valid administrator license issued by the Nursing Home Administrators Licensing Board.
22. “**Licensed Health Care Professional**” means health care providers, including physicians, registered professional nurses, licensed practical nurses, physician assistants, nurse practitioners, occupational therapists, speech pathologists, physical therapists, dietitians and social workers who are authorized to practice a health care profession in accordance with Maine State law.
23. **“Medication Error”** means the administration of any medication incorrectly, including but not limited to errors in dosage, selection of drug, selection of resident, time or method of administration, and documentation; omission of prescribed medication; or the administration of a medication without a valid order.
24. **“Medication Guide”** means a Food and Drug Administration-approved document that addresses issues that are specific to particular drugs and can help patients avoid serious adverse events (side effects).
25. “**Neglect**” means a threat to an adult’s health or welfare by physical or mental injury or impairment, deprivation of essential needs or lack of protection from these threats.
26. **“Notifiable Disease”** means a disease listed in 10-144 C.M.R. Ch. 258, Control of Notifiable Diseases and Conditions Rule.
27. **“Novel Virus”** means a virus that has not previously been recorded.
28. “**Outbreak**” means the diagnosis of a notifiable disease in any resident, or any employee who has direct care of residents, of an Assisted Living Program, Residential Care Facility or Private Non-Medical Institution governed by 10-144 C.M.R. Chapter 113.
29. **“Other Potentially Infectious Material”** means the following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any other body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.
30. “**Person**” means any individual, owner, corporation, partnership, association, governmental subdivision, or any other legal entity.
31. **“Personal electronic device”** (PED) means a device that can communicate, process data, or compute, and can include but is not limited to cell phones, tablets, smart watches, gaming devices, laptops, E-readers, MP3 players, and personal digital assistants. PEDs can also include devices that capture images or video, access the internet, or use cellular telephone signals.
32. **“Personal Protective Equipment”** (PPE) means protective items or garments worn to protect the body or clothing from hazards that can cause injury and to protect residents from cross-transmission.
33. “**Pharmacist**” means an individual who holds a valid license to engage in the practice of pharmacy in the State of Maine.
34. **“Physician”** means an individual who holds a valid license to practice medicine or osteopathy in the State of Maine.
35. **“Plan of Correction**” means a specific plan completed by the provider that fully addresses the Statement of Deficiencies by detailing the provider’s plan to correct deficiencies, prevent repeat occurrences, and the timeframes (specific dates) for completion.
36. **“Private apartment”** means a dwelling unit with an individual bathroom, bedroom, and food preparation area.
37. “**Provider**” means the licensee.
38. “**Psychotropic Medications**” means antipsychotic agents, major tranquilizers, antidepressant agents, anxiolytic agents and hypnotic agents.
39. “**Qualified Interpreter**” means an interpreter who is able to interpret effectively, accurately and impartially, both receptively and expressively, using any necessary specialized vocabulary.
40. “**Registered Nurse**” or “**Registered Professional Nurse (hereinafter RN)**” means an individual who holds a valid license to practice professional nursing in the State of Maine.
41. **“Repeated Deficiency”** means a violation of a rule more than once in a two-year period.
42. “**Resident**” means any person 18 years of age or older, who is not related by blood or marriage to the owner or person in charge of the facility or building in which the resident lives and who receives assisted housing services. Individuals related by blood or marriage are spouses, parents, children, grandparents, grandchildren, great-grandparents, great-grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, and step-relations.
43. “**Resident Assessment**” means a comprehensive evaluation of an individual’s health, social, environmental, financial, and family or community supports, which will determine the strengths and needs of the individual.
44. **“Resident Assessment Instrument” (RAI)** is an assessment tool approved by the Department for use by the provider to obtain an accurate standardized, reproducible evaluation of each resident’s functional capacity. It includes the Minimum Data Set – Residential Care Assessment instrument (MDS-RCA), the training manual for the MDS-RCA tool, and any updates provided by the Department.
45. “**Resident Rights**” means those rights enumerated in 22 M.R.S. § 7921 and § 7923, and in Section 4 of this rule.
46. “**Residential Service Plan (“service plan”)**” means a written service plan developed with a resident, based upon an assessment of the resident’s needs and abilities and including habilitative or rehabilitative goals and objectives as appropriate, program goals and objectives, and the resources and methods necessary to implement the plan.
47. **“Respiratory Hygiene/Cough Etiquette”** means measures to contain respiratory secretions that are recommended for all individuals with signs/symptoms of a respiratory infection.
48. “**Restraints**”means any device or other means, except mechanical supports used in normative situations to achieve proper body position and balance:
	1. Which is intended to restrict freedom of movement or access to one’s body; or
	2. Any medication which alters cognition or behavior and which is used for discipline or convenience and is not required to treat medical symptoms.

**58. “Risk assessment**” means the act of identifying possible risks, calculating how likely they are to happen, and estimating what effects they might have, especially in the context of a company taking responsibility for the safety of its employees or members of the public.

1. **“Self-Administration of Medication”** means a resident takes his/her own medication(s) independent of a staff person preparing the medication for the individual.
2. **“Serious Harm”** means serious physical injury or impairment; serious mental injury or impairment that now or in the future is likely to be evidenced by serious mental, behavioral or personality disorder, including, but not limited to severe anxiety, depression or withdrawal, untoward aggressive behavior or similar serious dysfunctional behavior; sexual abuse or sexual exploitation; or serious waste or dissipation of resources.
3. “**Shared Staffing**” means the use of licensed and unlicensed personnel who are employed, directly or under contract, by a long term care facility in more than one level of care provided by a single entity on the same premises.
4. “Level of care” means the intensity of supports provided to a person, and includes assisted housing services, nursing facility services, skilled nursing facility services, and intermediate care facility services.
5. “Long term care facility” means an assisted living facility or residential care facility subject to licensure pursuant to 22 M.R.S. chapters 1663 and 1664 and a nursing or intermediate care facility or unit subject to licensure pursuant to 22 M.R.S. chapter 405.
6. **“Significant Change”** means a major decline or improvement in a resident’s status that:
	1. Will not normally resolve itself without intervention by staff or by implementing standard disease-related clinical interventions;
	2. The decline is not due to a disease that resolves on its own, without or without treatment;

**c.** Impacts more than one area of the resident’s health status; and

**d.** Requires interdisciplinary review and/or revision of the service plan.

1. **“Standard Precautions”** means infection prevention practices that apply to all residents, regardless of suspected or confirmed diagnosis or presumed infection status, including but not limited to hand hygiene; use of gloves, gown, mask, eye protection, or face shield, depending on the anticipated exposure; safe injection practices; respiratory hygiene/cough etiquette; and the cleaning or disposal of equipment or items in the patient environment likely to have been contaminated with infectious body fluids.
2. “**Statement of Deficiencies**” means a document issued by the Department which summarizes the results of an inspection conducted by the Department and identifies provisions of this rule with which a licensee has failed to comply.
3. “**Submit**” means to deposit in the US mail, hand deliver, send by fax, or electronic submission to the Department.
4. **“Substantial compliance”** means no history of Class I or II violations that would threaten the health or safety of residents within the preceding two years, and:
5. Compliance with the laws of the State of Maine pertaining to or governing Assisted Housing Programs;
6. The applicant, licensee and administrator cooperate with Department personnel in gaining admission to a residence or in conducting an investigation or inspection;
7. The applicant, licensee and administrator adhere to the approved program description;
8. The applicant, licensee or executive director has not falsified any information in order to obtain a license; and
9. The applicant, licensee and administrator has furnished the Department with files, reports, or records as required by this rule.

1. **“Substantiated finding”** means that facts and evidence gathered during an investigation support a decision, by a preponderance, that a person has subjected a client to specific high severity abuse, neglect, or misappropriation of property thus causing the client to be in danger of serious harm.

1. “**Tenancy Obligation”** means a house rule that does not conflict with this rule, established by the facility and included in the admission agreement, that all residents must adhere to in order to continue their residence.
2. **“Transfer”** means the temporary relocation of resident from an Assisted Housing program to another licensed facility.
3. **“Transmission-based Precautions”** means contact precautions, droplet precautions, and airborne precautions, based on the likely routes of transmission of specific infectious agents, which may be combined for infectious agents that have more than one route of transmission.
4. **“Treatment”** means prescribed care provided to improve a situation (especially medical procedures or applications) that are intended to relieve illness or injury. Examples of treatments include use of bottled oxygen or orthopedic devices.
5. “**Unlicensed Assistive Personnel**” means individuals employed to provide hands-on assistance with activities of daily living to individuals in assisted housing programs. Unlicensed assistive personnel does not include certified nursing assistants employed in their capacity as certified nursing assistants. Unlicensed Assistive Personnel are also referred to as “Direct Access Workers,” “Direct Care Workers,” or “Unlicensed Health Care Assistive Personnel.”
6. **“Willful”** means intentionally, knowingly, or recklessly as those terms are defined in 17-A M.R.S. §35.
7. “**Working Days**” means weekdays, excluding legal holidays (when state offices are closed), also known as business days.

**Section 2: Licensing**

1. **Responsibility for compliance**. The applicant/licensee and all employees must comply with all provisions of this rule, excluding provisions formally waived by the Department under Section 2(T) of this rule.

**1.** Licensees must also comply with all other applicable rules, State and federal statutes, and federal regulations.

**2.**  The applicant must adopt all policies and procedures required under this rule prior to applying for a license, and these policies and procedures are subject to review at the request of the Department prior to the issuance of a license.

1. **License required.** No person, firm, partnership, association, corporation, or other entity shall manage or operate an Assisted Living or Residential Care Facility without a license.
2. **License non-transferable.** The license is valid only for the named licensee(s) and only for the location specified on the license.
3. A license may not be sold, assigned, or otherwise transferred.
4. In order to purchase a licensed Assisted Housing facility, the potential new owner must:

**a**. Apply for a new license no less than 30 days prior to the anticipated sale date; and

**b.** Obtain a license prior to operating the facility/program.

1. **Type and Term of license.** A license may be provisional, full, or conditional.

**1.** A provisional license may be issued for a minimum period of 3 months or a longer period, as deemed appropriate by the Department, not to exceed 12 consecutive months.

**2.** A full license may be issued for a period of two years, if the licensee is in substantial compliance with this rule. If the applicant is not in substantial compliance, the Department may issue a license for less than two years or take other action as authorized by this rule.

1. A conditional license may be issued for a specific period, not to exceed one year, or the remaining period of the previous full license, whichever the Department determines appropriate based on the laws and rules violated.
2. Prior to the expiration of the license, the Department shall inspect for continued compliance with applicable laws and rules as often as deemed necessary by the Department.
3. In facilities/programs licensed for more than one level of care, the term of the license will be the term permitted for the highest level of care.
4. **Application and licensure.**

**1.** The applicant is required to submit an application for a license on a form approved by the Department, to include all required attachments.

1. A license must be issued prior to the commencement of operation, or the applicant may be subject to sanctions.
2. A non-refundable license fee must be submitted with the application. For an assisted living facility, the annual license fee is $200. The check must be made payable to the Treasurer, State of Maine.
3. A new applicant will be notified by the Department within two weeks of filing an application whether the application is complete.
4. Applications that are incomplete after sixty (60) calendar days from the date of receipt shall be void.

**2.** Applicants are required to provide the Department with a written admission policy at the time of application for a license. The policy must describe who may be admitted and scope of services provided, including scope of Nursing Services consistent with State of Maine Board of Nursing rules and be drafted in a manner consistent with other applicable laws, including but not limited to the Fair Housing Act and the Maine Human Rights Act, 5 M.R.S. ch. 337, as applicable.

**3.** Prior to the issuance of a license and prior to re-licensure, the applicant/licensee must:

1. Demonstrate compliance with the National Fire Protection Association Life Safety Code, which is done through inspection by the State Fire Marshal’s Office indicating that the facility has complied with applicable fire safety provisions;
2. Comply with all applicable laws and rules relating to fire safety, plumbing, water supply, sewage disposal and maintenance of sanitary conditions;
3. Comply with all applicable laws and rules pertaining to licensing;
4. Provide evidence of a Registered Nurse (RN) on staff or under contract, when the facility:

**i.**  Employs staff that provide medical treatment prescribed by a licensed practitioner; or

**ii**. Administers medications to residents.

**iii.** If RN services are required under this provision, the RN is required to be on site to perform the responsibilities of the position, in accordance with resident’s needs identified in assessments and service plans.

1. Provideevidence of a bond covering the applicant and any employee or agent of the applicant who manages, holds or otherwise is entrusted with resident funds in an amount sufficient to replace those funds in the event of loss.
2. Have evidence of valid lease or deed to the property.
3. Maintain and provide evidence of general and professional liability insurance adequate to protect residents in the event of personal injury to or theft from a resident.
4. Provide a supply of safe drinking water at each licensed site. Evidence of safe drinking water includes the following:

**i.** Applicants serving drinking water from their own well must demonstrate satisfactory water quality by testing for the following contaminants by a Maine-certified laboratory:

1. Fluoride,
2. Uranium,
3. Arsenic,
4. Lead (first-draw sample),
5. Total coliform bacteria, and
6. Nitrates.

**ii.** Licensees serving water from their own well shall test their water annually for coliform bacteria and nitrates. Samples must be analyzed and the results reported by a Maine-certified laboratory. Licensees must maintain water quality reports for Department inspection.

**iii.** In addition to the annual testing required by Section 2(E)(3)(h)(ii) above, licensees serving water from their own wells must test their water every five years for at least the following contaminants: fluoride, uranium, lead (first-draw, 250 ml. sample) and arsenic.

**iv.** If the licensee chooses to use and serve bottled water for all food preparation and drinking purposes, then the licensee may operate under a written bottled water agreement with the Department. Under this agreement the licensee shall:

1. Use bottled water for all consumption and food preparation;
2. Conspicuously post the agreement where it can be seen by building occupants; and
3. Continue to conduct annual water testing in accordance with this rule.

**v.** During all hours of operation, drinking water and wastewater disposal must meet the standards of the Department to accommodate the licensed capacity of the licensee.

**vi.** If a facility serves water from its own source (well water) to 25 or more people per day or has 15 or more service connections, and operates for 60 or more days per year, the facility is a public water system and subject requirements in 22 M.R.S. Ch. 601 and 10-144 C.M.R. Ch. 231.

1. **Limitations on serving as legal representative.** No licensee, owner, proprietor, administrator, employee or a person with a substantial financial interest in the facility may serve as guardian, conservator or power of attorney of any resident, but may be a representative payee or manager of personal funds in accordance with 22 M.R.S. § 7857.
2. **Issuance of license**. The license shall specify the name of the owner, the name of the facility, the type of facility, the name of the administrator, the address of the premises where the facility is located, the maximum number of residents, the type of license, and the expiration date of the license.

**H. Notification of changes.** A licensee must notify the Department within seven business days whenever there is a change in administrator, contact person, or contact information, including telephone number or email address.

1. **Number of licenses required**. When one physical location houses more than one type of long-term care facility as defined by 22 MRS § 7942, the Department may consider the following criteria in determining the number of licenses required:
2. The physical location;
3. The proposed structure of management;
4. In facilities providing more than one type of long-term care program as defined in 22 MRS § 7860, the physically distinct part of the building designated for each assisted housing program; and
5. The administrative and regulatory burdens and benefits of granting a given number of licenses.
6. The Department will specify the number of licensed beds or apartments, as appropriate, for each type of program. The provider must not exceed the licensed capacity for any licensed type of program.
7. **Adult day services programs**. When an adult day services program serving three or more non-residents is physically located in an assisted living program or residential care facility, the adult day services program~~s~~ must comply with the provisions of 10-144 C.M.R. Ch. 117, Regulations Governing the Licensing and Functioning of Adult Day Services Programs.
8. **Multilevel facility license.** Multilevel facilities are assisted housing programs that are located on the same contiguous grounds with licensed nursing facilities. For multilevel facilities:
9. A single license will be issued by the Department, identifying each level of service;
10. Multilevel facilities, when subject to licensing action or other sanctions, may have one or more of its levels sanctioned; and
11. The Department will specify the particular levels in writing.

**L.**  **Provisional license**. The Department may issue a provisional license under 22 M.R.S. § 7802, for a minimum period of three months or longer as deemed necessary by the Department but not to exceed 12 consecutive months, only to an applicant who:

1. Has not previously operated the facility/program for which the application is made or is licensed and has not operated the facility during the term of that license;
2. Complies with all applicable laws and rules, except those which can only be complied with once residents are served by the applicant;
3. Provides the Department with all policies and procedures as required by this rule; and
4. Demonstrates the ability to comply with all applicable laws and rules by the end of the provisional license term.
5. **Conditional license**. The Department may issue a conditional license when:
6. The licensee is not in substantial compliance with applicable laws and rules; and
7. In the judgment of the Commissioner of the Department of Health and Human Services, the best interest of the public would be so served by issuing a conditional license.
8. The conditional license shall specify when and what corrections must be made during the term of the conditional license.
9. **Posting the license**. The licensee must post a copy of the license at each of its licensed locations, where it can be seen and reviewed by the public.

**O.** **Right of entry**. The Department’s authorized representatives, authorized representatives of the Maine Attorney General’s Office, and authorized representatives of the Maine Long Term Care Ombudsman Program shall have the right to enter any licensed facility at any time to determine the state of compliance with applicable laws and this rule.

1. Application for licensure constitutes permission for entry and inspection to verify compliance with applicable law and rules.

1. The Department may enter the premises of a facility that the Department knows or believes is being operated as an Assisted Housing facility without a license to inspect only with:
2. The permission of the owner or the person in charge; or
3. With an administrative inspection warrant authorizing entry and inspection issued by the District Court pursuant to the Maine Rules of Civil Procedure, Rule 80E.
4. Failure to comply with this provision of rule during a Department inspection or investigation constitutes impeding or interfering with the enforcement of rules and may result in intermediate sanctions. Impeding or interfering with the enforcement of rules includes, but is not limited to:
	* + 1. A failure to provide information that is requested by the Department and is necessary to determine compliance with licensure requirements or to knowingly provide false or misleading information to the Department, or
			2. A failure to allow the Department access, consistent with applicable confidentiality laws, to the premises or records of an Assisted Housing Program, in connection with the Department’s evaluation of compliance with licensure rules.

1. **Filing Plans of Correction**. Whenever the Department issues a Statement of Deficiency (SOD), the applicant/licensee must submit a specific Plan of Correction (POC), in the format required by the Department, within ten working days of the date the applicant/licensee received the SOD. The Department may:
2. Approve the POC as submitted;
3. Require the licensee to revise a POC if the submission is not an acceptable plan of correction as described in Section 3(D)(2); or
4. Reject a POC and issue a DPOC.
5. **Reapplication subsequent to licensing actions**. Subsequent to any of the following actions, a full license will not be issued until the deficiencies identified by the Department have been corrected:
6. Issuance of a conditional license;
7. Refusal to issue or renew a license;
8. Revocation or suspension of a license; or
9. Refusal to issue a provisional license.
10. **Renewal applications**. A renewal application must be received by the Department thirty (30) days prior to the license expiration date. Regardless of the term of the license, the licensee must pay a license fee annually.
11. Whenever a licensee has made a timely and sufficient application for renewal of a license:
	1. The applicant will be notified by the Department within two weeks of filing an application whether the application is complete; and
	2. The licensee will be notified by the Department that its existing license shall not expire until the application has been finally determined by the Department.
12. Prior to acting on the application for renewal, the Department may:
	1. Verify any information in the renewal application;
	2. Conduct an inspection of the facility/program; and
	3. Issue an SOD, as appropriate.

**3.** If cited deficiencies are not corrected within the established time frame, the Department may:

1. Deny the renewal application;
2. Impose a fine;
3. Issue a Directed POC; and/or
	1. Impose a conditional license.
4. **Actions requiring approval**. Modification, reconstruction, change of use, change of occupancy, or addition to the licensed building and/or program requires:
5. Completion of plan review and final approval from the State Fire Marshal; and
6. An updated license, which the Department will issue upon a determination of compliance with this provision.
7. **Waiver of a licensing rule**. A facility holding a full license may request, in writing, a waiver of a provision of this rule.
8. The Department may waive or modify a provision of this rule under the following terms and conditions:
	1. The facility must provide clear and convincing evidence, including expert opinion at the request of the Department, which demonstrates to the satisfaction of the Department that the organization's alternative method will comply with the intent of the rule provision;
	2. The provision is not mandated by State or federal law; and
	3. The waiver may not violate the rights of clients receiving services.
9. A waiver granted by the Department is enforceable as rule and a violation is subject to the enforcement procedures in this rule.
10. A waiver, when granted, must be for a specific period, not to exceed the term of the license.
11. A waiver may impact a facility’s ability to receive payment for services. It is the licensee’s responsibility to research any potential conflicts before requesting a waiver.
12. A facility may submit a written request for the renewal of the waiver at the time it applies for license renewal.

1. **Rates and contracts**.
2. Assisted living programs must list all standard charges and make them available to the public.
3. Each provider and each resident, or someone authorized to act on the resident’s behalf, shall sign a standard contract issued by the Department, attached to this rule as Appendix A, at the time of any modification of an existing contract and with all new admissions.
4. The resident and/or resident’s legal representative must be given an original of the signed contract and the provider must keep a duplicate in the resident’s file;
5. No one other than the resident shall incur any responsibility for the resident’s obligations by signing the contract for admission of the resident;
6. Financial responsibility for the resident’s expenses can only be assumed according to Section 2(U)(4)(i) of this rule.
7. The contract must contain the following standard provisions:
8. Services and accommodations to be provided;
9. Rates and charges for services and accommodations; and
10. Charges not covered by the facility/program’s basic rate.
11. Each contract is subject to the following requirements:
12. No contract may contain a provision for the discharge of a resident which is inconsistent with state law or rule;
13. No contract may contain a provision that may require or imply a lesser standard of care or responsibility than is required by law or rule;
14. No contract or agreement will require a deposit or other prepayment, except one month’s rent in an assisted living program which may be used as a security deposit;
15. The contract must state the explicit return policy of the facility with regard to any security deposit;
16. No contract may contain a provision which provides for the payment of attorney fees or any other cost of collecting payments from the resident; and
17. The contract may contain additional items and supplemental provisions that do not conflict with this rule.
18. The following must be given to the resident and/or legal representative at the time of admission:
19. Grievance procedure;
20. Tenancy obligations;
21. Resident rights; and
22. Copy of the admissions policy;
23. The contract signed for admission of the resident may not require or encourage anyone other than the resident to obligate himself/herself for the payment of the resident’s expenses;
24. If anyone other than the resident informs the facility that he/she wishes to guarantee payment of the resident’s expenses, he/she can do so only in a separate written agreement:
25. No provision in the separate written agreement can conflict with these rules; and
26. This separate written agreement must be provided to the guarantor of payment and must plainly state the following:

“Do not sign this agreement unless you voluntarily agree to be financially liable for paying the resident’s expenses with your own money. You may change your mind within 48 hours of signing this agreement by notifying the facility that you wish to revoke this agreement. You may call the Long Term Care Ombudsman Program for an explanation of your rights.”

**V.**  **Information to residents**. The licensee must provide an information packet that includes the following information to the resident and/or resident’s legal representative at the time of admission or within 60 calendar days of the effective date of this rule for all current residents who have not already been given this information:

1. Information regarding Advance Health Care Directives, as defined in 18-C M.R.S. § 5-802(1), and further described at 18-C M.R.S. § 5-803;
2. Information regarding the type of facility and the licensing status;
3. Contact information forthe Maine Long Term Care Ombudsman Program;
4. The contact phone numbers for the Maine Department of Health and Human Services Office Department for Aging and Disability Services, Adult Protective Services & Guardianship, and the Division of Licensing and Certification;
5. The process and criteria for placement in and transfer or discharge from the facility; and
6. The program’s staff qualifications.

**W.**  **Refunds**. If a resident dies or is discharged, the provider must issue a refund to the resident, the resident’s legal representative or the resident’s estate for any advance payments on a pro-rated basis.

1. Refunds must be made within 30 calendar days of date of discharge or death.
2. If a resident is determined to be retroactively eligible for third party payment, upon payment from a third-party payer, the provider must repay the family or other payer any payments made for the period covered by third party payment.

**X. Use of personal funds by operator**. Under no circumstances shall any operator or agent of an assisted housing program use the personal funds of any resident for the operating costs of the facility or for items which are part of the contractual payment.

1. The personal funds of any resident must not be commingled with the business funds of the facility or with the personal funds or accounts of the owner, any member of the owner’s family or any employee of the facility.
2. No operator or agent of the facility shall borrow money from any resident.

**Y. Tenancy obligation.** Tenancy obligations, if they exist in the facility, must not conflict with this rule.

**Z. Administrative and resident records**.

1. **Confidentiality**. All administrative and resident records must be stored in a secure manner such that unauthorized persons cannot gain access to them. Personal electronic devices used to store or transmit protected health information must be equipped with software and/or applications to ensure that the information cannot be accessed by unauthorized individuals.
2. **Location of records.** All resident records, resident finances, admission/discharge records and census logs must be readily accessible to the Department even in the event of a change of ownership or administration.
3. Other administrative records, including personnel records, must be made available within two business days of request by the Department, or such longer time as the Department approves based on the circumstances, including the accessibility of and immediate need for the records.
4. All records must be maintained in a format that is readily accessible and available to all appropriate staff.
5. All records must be legible.
6. **Inspection of records**. All reports and records, including electronic records, must be made available for inspection upon request by the Department or the Maine Attorney General’s Office, consistent with applicable confidentiality laws. All reports and records, including electronic records, must be made available for inspection upon request by the Long-Term Care Ombudsman Program in accordance with 22 M.R.S. § 5107-A. Failure to comply with this provision of rule during a Department inspection or investigation constitutes impeding or interfering with the enforcement of rules and may result in intermediate sanctions.
7. **Use of Electronic Records in the Survey Process**. A facility may use electronic records. If the facility uses an electronic record system for resident records, the facility must grant unrestricted access to the Department.
	1. Unrestricted access must be granted by the end of the first day of the survey;
	2. The surveyor must be provided with instructions, guidance, or information on how to use the electronic system; and
	3. The facility will designate an individual who will, when requested by the surveyor, access the system, respond to any questions or assist the surveyor as needed in a timely fashion.
8. **Copy of records surveyed.** The facility must make available to surveyors upon their request, a printout of any record or part of a record.
9. **Record retention**. All administrative and resident records must be maintained in an accessible format for at least seven years after the date of death or last discharge of the resident.

**7.** **Disaster Plan.** The facility must develop a written emergency disaster, hazard, and evacuation plan that is based on a risk assessment and which addresses, at a minimum, the following:

1. Natural disasters and man-made disasters, or other serious events;
2. Security of medication and records;
3. Safety of clients and staff, including an evacuation plan;
4. Notification of closure plan for staff and clients;
5. Responding to a public health emergency; and
6. How medication will be dispensed in the case of an emergency.

**AA. Confidential information.** Confidential information may not be released without a court order or a written authorization to release from the person about whom the confidential information has been requested, except as provided by law.

1. **Closure.** The facility must notify the Department, in writing, of its intent to close no later than five business days after the determination to close is made and provide a copy of the closure policy previously developed in accordance with § 2 (CC) below.

**CC. Closure policy.** The licensee must develop policies and procedures related to closure of the facility. The closure policy must include, at a minimum:

**1.** The facility must provide residents with a written notice of closure at least 30 calendar days prior to the closure date, unless an emergency situation exists. The written notice of closure must include, at a minimum:

**a.** The reason for the closure;

**b.** The effective date of the closure; and

**c.** The name and address of administrative staff responsible for the oversight of the closure.

**2.** The roles and responsibilities of the licensee, administrator or temporary management, and staff during the closure process;

**3.** The sources of funding that will be required to maintain the facility’s daily operations until all residents are safely transferred or discharged, and funding necessary for record storage after closure;

**4.** A process that assures that the licensee will identify receiving facilities or programs taking into consideration the need, choice, and best interest of each client in terms of quality, services, and location;

**5.** The ongoing assessment and treatment of residents, including provision of medications, if applicable during the closure;

**6.** The provision of client information that will be sent to the receiving facility to ensure continuity of care;

**7.** A process for disposing of drugs and biologicals, as applicable, in accordance with federal and State laws; and

**8.** A specific plan for the secure storage and accessibility of the facility’s records.

**Section 3. Enforcement Procedures**

1. **Inspections required**. The provider must submit to regular and unannounced inspection surveys and complaint investigations in order to receive and/or maintain a license.
2. The provider must give unrestricted access to all records required by this rule, consistent with other applicable laws.
3. The provider must give unrestricted access to all parts of the facility necessary to determine compliance with this rule or applicable statutes.
4. The Department has the right to interview residents and employees in private.
5. Failure to comply with this section of rule constitutes impeding or interfering with the enforcement of rules and may result in intermediate sanctions.
6. **Frequency and type of inspections**. An inspection may occur:
7. Prior to the issuance of a license;
8. Prior to renewal of a license;
9. Upon complaint that there has been an alleged violation of licensing rules;
10. When there has been a change or proposed change in administrator, physical plant or services;
11. When necessary to determine compliance with a Plan of Correction or conditions placed on a license, or to evaluate whether cited deficiencies have been corrected;
12. For routine monitoring of resident care; or
13. To assess whether an assisted housing program has violated a provision of this rule or is operating without a license.
14. **Complaints**. The Department will accept complaints from any person about alleged violation(s) of licensing rules or statutory provisions.
15. The provider may not retaliate against any resident or his/her representative for filing a complaint.
16. Any licensing violations noted as a result of a complaint investigation will be provided to the assisted housing program in a Statement of Deficiencies.

1. **Statements of Deficiencies.** After inspection, a Statement of Deficiencies (SOD) will be sent to the licensee if the inspection identifies any failure to comply with licensing rules. An SOD may be accompanied by a Directed Plan of Correction (DPOC.)
2. **Plan of Correction (POC).** The licensee must complete a POC for each deficiency, sign the plan and submit it to the Department within ten working days of receipt of the SOD.
3. **Acceptable Plan of Correction.** An acceptable plan of correction must contain the following elements. It must:
4. Address how corrective action will be accomplished for those residents found to have been affected by the deficient practice;
5. Address how the facility will identify other residents having the potential to be affected by the same deficient practice;
6. Address what measures will be put into place or systemic changes made to ensure that the deficient practice will not recur;
7. Indicate how the facility plans to monitor its performance to make sure that solutions are sustained; and
8. Include dates when corrective action will be completed.
9. **Department Review of POC.** The Department will review and may approve the POC.
10. The corrective action(s) and completion date(s) must be acceptable to the Department;
11. If the plan of correction is unacceptable for any reason, the Department will notify the facility in writing, and the facility must submit a revised POC within two business days that addresses the reasons for rejection of the initial POC;
12. If the revised POC is acceptable, the Department will notify the facility in writing.
13. The Department’s determination of the acceptability of a POC is not subject to appeal.

**4.**  **Compliance Responsibility.** The facility is responsible for compliance with their submitted POC.

1. **Informal conferences.**
2. **Dispute of SOD Finding(s).** A provider wishing to dispute a deficiency cited in an SOD, a decision of the Department to deny a waiver request, or to require the revision of a POC must submit a written request for an informal conference to DLC within ten business days of receipt of the SOD.
3. The written request for an informal conference must specifically identify what citation(s) or decision is being disputed, include a reason for the request, and evidence to support the disputation.
4. Informal conferences may not be used to present evidence that was required to be available at the time of the survey/investigation.
5. Only one informal conference will be permitted in regard to each inspection that results in the issuance of a SOD, each waiver dispute, and each required revision of a POC.
6. Failure to appear at the scheduled time of the informal conference or failure to provide at least 24-hour notice of the need to reschedule the informal conference will result in a forfeit of the opportunity for an informal conference.
7. Upon receiving the request for an informal conference, DLC will evaluate the following factors:
8. Whether the request was timely filed;
9. Whether the request includes sufficient evidence and reason for contesting the Department’s citation or decision; and
10. If the subject of the informal conference is an SOD, whether evidence required by rule or statute to be available at the time of the survey/investigation was available, if applicable.
11. If the request meets the above requirements, DLC will schedule an informal conference.
12. Legal counsel is not necessary at an informal conference. If a facility chooses to be accompanied by counsel, then the facility must notify DLC of this in their request for an informal conference. DLC reserves the right to cancel an informal conference when a facility’s counsel arrives without prior notice.
13. Informal conferences will be scheduled upon availability of DLC staff.
14. A courtesy informal conference may result in no change to the SOD, POC refusal, or waiver determination, or revision to the SOD to accurately reflect the violations supported by the evidence, acceptance of a POC as submitted, or acceptance of a waiver request.
15. The Department will notify the facility, in writing, of the results of the courtesy informal conference. If there is a revision to an SOD, a revised SOD will be issued to the agency and a POC must be submitted within ten (10) business days.
16. A POC is required to be submitted to DLC within ten business days of the facility’s receipt of a SOD. The facility may not delay submitting a POC within the required timeframe because an informal conference has been requested. Failure to submit a POC within the required timeframe may result in the facility being issued intermediate sanctions, in accordance with this rule.
17. An informal conference will not delay any subsequent enforcement action against a facility or any other aspect of the inspection and/or licensing process. DLC retains the authority to conduct subsequent inspections that may result in additional actions.
18. There is no appeal process related to the Department’s decision to deny a facility’s request for an informal conference or to deny a facility’s requested modification following the informal conference.

1. **Grounds for intermediate sanctions**. The following circumstances shall be grounds for the imposition of intermediate sanctions:
2. Operation of an assisted housing program without a license;
3. Operation of an assisted housing program over licensed capacity;
4. Impeding or interfering with the enforcement of laws or rules governing the licensing of assisted housing programs, or giving false information in connection with the enforcement of such laws and rules;
5. Failure to submit a POC within ten working days after receipt of an SOD;
6. Failure to take corrective action in accordance with a POC, a Directed POC or Conditional License within the time frame established in a Plan of Correction or Directed Plan of Correction, or, if any extension has been granted by the Department, within the time frame of that extension; or
7. Failure to comply with state licensing laws or rules that have been classified as Class I, II, III or IV pursuant to Section 3(H)(3).
8. **Intermediate sanctions**. The Department is authorized to impose one or more of the following intermediate sanctions when any of the circumstances listed in Section 3(F) are present and the Department determines that a sanction is necessary and appropriate to ensure compliance with State licensing rules to protect the residents of an assisted housing program or the general public.
	1. The assisted housing program may be directed to stop all new admissions, regardless of payment source, or to admit only those residents the Department approves, until such time as the Department determines that corrective action has been taken;
	2. The Department may issue a Directed POC or Conditional License; or
	3. The Department may impose a financial penalty.
9. **Financial penalties**.
	1. The Department may impose a penalty upon a licensed assisted housing program for a violation of these rules.
	2. Certain provisions of this rule have been classified as noted below. Financial penalties for the violation of classified provisions may be imposed as set forth in Section 3(H)(6).
	3. Rule provisions that have been classified are followed by a notation (i.e., “Class I”). Classifications have been established according to the following standards:
		1. Class I - Any failure to comply with a rule where that failure poses an immediate threat of death to a resident(s);
		2. Class II - Any failure to comply with a rule where that failure poses a substantial probability of serious mental or physical harm to a resident(s);
		3. Class III - The occurrence of a repeated deficiency that poses a substantial risk to the health or safety of a resident(s); and
		4. Class IV - The occurrence of a repeated deficiency that infringes upon resident rights.

**4.** The Department will determine which classification is appropriate, on a case-by-case basis, by reference to the standards set forth in Section 3(H)(3).

1. If the Department assesses financial penalties, an Assessment of Penalties will be issued.
2. The Assessment must describe the classification of each violation found to have been committed by the facility, the rule or law that has been violated and the duration of that violation;
3. If the facility does not contest the imposition or amount of the penalty, the facility must pay within 30 calendar days of receipt of the Assessment of Penalties;
4. If the facility disagrees with the imposition or amount of the penalty, the facility may appeal the decision, in accordance with Section 3(J).
5. The amount of any penalty to be imposed shall be calculated according to the following schedule of penalties:

|  |  |
| --- | --- |
| Any failure to comply with rules classified as Class I pursuant to Section 3(H)(3)(a);Operation of an assisted living program or residential care facility over licensed capacity; or Impeding, interfering or giving false information in connection with the enforcement of laws or rules governing licensure. | $6.00 per resident per day |
| Any failure to comply with rules classified as Class II, pursuant to Section 3(H)(3)(b);Failure to submit a POC within ten working days after receipt of an SOD; orFailure to take timely corrective action in accordance with a POC, Directed POC or conditional license. | $5.00 per resident per day |
| The occurrence of a repeated deficiency in complying with rules classified as Class III, pursuant to Section 3(H)(3)(c);orThe occurrence of a repeated deficiency in complying with rules classified as Class IV, pursuant to Section 3(H)(3)(d); | $4.00 per resident per day |

1. Each day of violation constitutes a separate offense. A penalty or a combination of penalties imposed on a facility may not be greater than a sum equal to $10 times the total number of residents residing in the facility per violation, up to a maximum of $10,000, for each instance in which the department issues a statement of deficiency to an assisted living facility.
2. Any licensee unable to immediately pay penalties may within 30 calendar days from receipt of notification of penalty assessment apply to the Department for a delay in payment or installment payments, or a reduction in payment amount:
3. In order to have the payment delayed or paid in installments, a provider must supply sufficient information to the Department to demonstrate that immediate full payment of the total amount due would result in the interruption of the provision of necessary services to residents; and
4. In order to have a fine reduced, a provider must supply sufficient information to the Department to demonstrate that payment in full would result in a permanent interruption in the provision of necessary services to residents.
5. The Department has the authority to determine whether the provider has supplied sufficient information.
6. **Other sanctions for failure to comply**. When an applicant or licensee fails to comply with applicable laws and rules, the Department may:
7. Refuse to issue or renew a license to operate an assisted living program or residential care facility;
8. Issue a conditional license or change a full license to a conditional license if the applicant or licensee fails to comply with applicable laws and rules, and, in the judgment of the Commissioner, the best interest of the public would be served;
9. Failure by the licensee to meet the conditions specified by the Department shall permit the Department to void the conditional license or refuse to issue a full license;
10. The conditional license shall be void when the Department has delivered in hand or by certified mail a written notice to the licensee, or, if the licensee cannot be reached for service in hand or by certified mail, has left written notice thereof at the agency or facility;
11. Request that the District Court suspend the license on an emergency basis, whenever conditions are found upon investigation which, in the opinion of the Department, immediately endanger the health or safety of the persons living in or attending the assisted housing program, pursuant to 4 M.R.S. §184 (6);
12. Suspend or revoke any license for violation of applicable laws or rules; committing, permitting, aiding or abetting any illegal practices in the operation of the assisted housing program; or conduct or practices detrimental to the welfare of persons living in or attending the facility/program. When the Department believes a license should be suspended or revoked, it shall file a complaint with the District Court as provided in 5 M.R.S. § 10051;
13. Petition the Superior Court to appoint a receiver to operate the assisted housing program in the following circumstances, pursuant to 22 M.R.S § 7931:
14. When the assisted housing program intends to close but has not arranged for the orderly transfer of its residents at least 30 calendar days prior to closure;
15. When an emergency exists which threatens the health, security or welfare of residents; or
16. When the assisted housing program is in substantial or habitual violation of the standards of health, safety or resident care established under State or Federal laws and rules, to the detriment of the welfare of the residents.

1. **Appeal rights**.
2. Any assisted housing program aggrieved by the Department’s decision to take any of the following actions, or to impose any of the following sanctions, may request an administrative hearing, as provided by the Maine Administrative Procedure Act, 5 M.R.S. §10003:
3. Issue a conditional license;
4. Amend or modify a license;
5. Void a conditional license;
6. Refuse to issue or renew a full license;
7. Refuse to issue a provisional license;
8. Stop or limit admissions;
9. Issue a directed POC; or
10. Impose a financial penalty.
11. Administrative hearings will be held in conformity with the Department’s Administrative Hearings Rules. A request for a hearing must be made, in writing, to the Division of Licensing and Certification and must specify the reason for the appeal.
12. Any appeal request must be submitted within ten working days from receipt of the Department’s decision to take any action listed in Section 3(J)(1).

**K.** **Operating without a license.** A person, firm, partnership, association, corporation or other entity may not, without first obtaining a license, manage or operate an assisted housing program.

1. A person, firm, partnership, association, corporation or other entity who operates an assisted housing program without a license commits a civil violation and is subject to a civil penalty of not less than $500 nor more than $10,000 per day. Each day of violation constitutes a separate offense.
2. Notwithstanding any other remedies provided by law, the Office of the Attorney General may seek an injunction to require compliance with the provisions of Section 3 (K).
3. The Office of the Attorney General may file a complaint with the District Court seeking civil penalties or injunctive relief or both for violations of Section 3 (K) in accordance with 22 M.R.S. § 7702-B.
4. A person, firm, partnership, association, corporation or other entity that violates the terms of an injunction issued under Section 3 (K) must pay a fine of not less than $500 nor more than $10,000 for each violation to the State. Each day of violation constitutes a separate offense.

# **Section 4. Resident Rights**

**A.**  **Rights.** The facility must promote and encourage residents to exercise their rights and to make informed choices. *[Class IV]*

1. **Notification of resident’s rights**. The facility must inform each resident and legal representative of these Resident Rights prior to or at admission and must provide them with a copy of these rights. *[Class IV]*
2. The facility must inform each resident and legal representative of any changes to this section of this rule within 30 calendar days of the effective date of the change and must provide them with a copy of the change. *[Class IV]*

1. The facility must accommodate for any communication barriers that may exist, to ensure that each resident is fully informed of his/her rights. *[Class IV]*
2. The facility must post the Resident Rights in a prominent location within the facility, visible to residents and visitors. *[Class IV]*
3. **Right to reasonable modifications and accommodations**. Nothing in this subsection exempts a licensee from the requirements of applicable state or federal laws governing reasonable accommodation or reasonable modification, and nothing in this subsection limits a resident’s rights under those laws. To afford individuals with disabilities the opportunity to reside in an assisted housing program, the facility must:
4. Permit directly, or through an agreement with the property owner if the property owner is a separate entity, reasonable modification of the existing premises, at the expense of the individual with a disability or other willing payer. Where it is reasonable to do so, the provider may require the individual with a disability to return the premises to the condition that existed before the modification upon discharge of that individual; and *[Class IV]*
5. Make reasonable accommodation in rules, policies, practices or services, including permitting reasonable supplementary services to be brought into the facility, to assist the resident achieve independent functioning, dignity, and well-being to the extent possible in accordance with the resident’s own needs and preferences. *[Class IV]*
6. The provider is not required to make the accommodation if it imposes an undue financial burden, endangers the health or safety of individuals or other residents, or results in a fundamental change to the program.
7. When a request is denied, the facility must inform the resident that they may have a right to file a complaint with the U.S. Department of Justice, the Department of Housing and Urban Development, and/or the Maine Human Rights Commission and must document providing that information in the resident’s record.
8. The provider must be able to offer services and supports in a language understood by the resident at all times.
9. **Right to be informed of services provided by the facility/program**. Residents must be fully informed of items or services which are included in the rate they pay. *[Class IV]*
10. **Right to be free from discrimination**. A resident must be provided services without regard to race, age, national origin, religion, disability, gender, or sexual orientation. *[Class IV]*
11. **Right to reside as couples.**  A couple residing in an assisted housing program has the right to share a room. *[Class IV]*
12. **Right to privacy and consideration**. Residents must be treated with respect. Residents must also be treated with respect and consideration with regard to their individual need for privacy when receiving personal care or treatment, and with regard to their preferred mode of language and communication. *[Class IV]*
13. **Right to manage financial affairs**. Residents shall manage their own financial affairs, unless there is a representative payee, other legal representative appointed or other person designated by the resident. *[Class IV]*
14. **Right to personal clothing and possessions**. Residents may retain and use their personal clothing and possessions as space permits, unless to do so would infringe upon the rights of other residents or impair the provider’s ability to meet the purpose of these rules. *[Class IV]*
15. **Right of freedom of choice of provider.** Each resident has the right to select a provider of his/her choice who is qualified, willing and able for the provision of services and supplies not provided by the licensee. *[Class IV]*
16. **Right to refuse treatment or services**. Residents may choose to refuse medications, treatments or services. *[Class IV]*
17. If the resident refuses necessary care or treatment, the provider may notify the resident’s duly authorized licensed practitioner; and *[Class IV]*
18. No person without legal authority to do so shall order treatment that has not been consented to by a competent resident. *[Class IV]*
	1. **Right to a service plan.** The provider must assist residents to implement any reasonable plan of service developed with community or state agencies. *[Class IV]*
	2. **Right to refuse to perform services for the facility**. Residents may refuse to perform services for the facility. *[Class IV]*
19. **Right to participate in activities of choice**. Residents may participate in social, political, religious and community activities, unless to do so would infringe on the rights of others. *[Class IV]*
20. **Right to communicate privately with persons of choice**. Residents may associate and communicate privately with persons of their choice at any time, unless to do so would infringe on the rights of others. *[Class IV]*
21. They may receive personal mail, unopened, and shall be assisted when necessary with writing and mailing letters and making phone calls. *[Class IV]*
22. Residents must have privacy when having telephone conversations. *[Class IV]*
23. Residents have the right to receive visitors at any time that does not infringe on the rights of others. *[Class IV]*
24. **Rights regarding restraints and aversive conditioning**. There shall be no use of physical, chemical, psychological, or mechanical restraints or aversive conditioning, except in accordance with this section. *[Class I, II, III, IV]*
25. Full-length bedrails on both sides of the bed are considered restraints and must not be attached to the bed. *[Class IV]*
26. Half-length bedrails attached to the top half of the bed are permissible. One full-length bed rail and one half-length bed rail may be used if the full-length rail is on the side against the wall. *[Class IV]*
27. **Right to freedom from abuse, neglect or exploitation**. Residents must be free from mental, verbal, physical and/or sexual abuse, neglect and exploitation. *[Class I, II, III, IV]*
	* 1. Mandated reporters must report knowledge or reasonable suspicion of elder abuse, neglect, or exploitation, in accordance with 22 M.R.S. § 3477. *[Class I, II, III, IV]*
		2. Any person shall be allowed to make a report if that person knows or has reasonable cause to suspect abuse, neglect or exploitation of a dependent or incapacitated adult, in accordance with 22 M.R.S. § 3479, or has reasonable cause to suspect that an adult is incapacitated. *[Class I, II, III, IV]*
		3. Reports of abuse, neglect, or exploitation must be documented in the resident’s records. *[Class I, II, III, IV]*
		4. The facility must have a written policy regarding the management of employees when known by the facility to be under investigation by Adult Protective Services. *[Class I, II, III, IV]*
		5. The facility policy cannot prohibit an employee from filing an allegation of abuse, neglect, or exploitation. *[Class I, II, III, IV]*
28. **Right to access to resident records.** Residents and their legal representatives must have access to all records pertaining to the resident. *[Class IV]*
29. Access to records shall be at reasonable times, in the presence of the provider or his/her representative, within one business day of the request; *[Class IV]*
30. Residents and their legal representatives are entitled to have copies made of their record within one business day of the request; and *[Class IV]*
31. Records must not be removed from the facility, except as may be necessary to carry out this rule. *[Class IV]*
32. **Right to confidentiality**. Residents’ records and information pertaining to their personal, medical and mental health status is confidential. *[Class IV]*
33. The licensee and employees must have access to confidential information about each resident only to the extent needed to carry out the requirements of the licensing rules or as authorized by any other applicable state of federal law. *[Class IV]*
34. The written consent, also known as an authorization for release of information, of the resident or his/her legal representative must be required for release of information to any other person except authorized representatives of the Department or as otherwise permitted by state or federal law. *[Class IV]*
35. Upon admission, each resident shall sign and date a written consent which lists individuals, groups, or categories with whom the program may share information (e.g., sons, daughters, family members or duly authorized licensed practitioners, etc.). *[Class IV]*
36. A written consent to release of information must be renewed annually. *[Class IV]*
37. Consent may be withdrawn at any time. *[Class IV]*
38. The Department must have access to these records for determining compliance with this rule. *[Class IV]*
39. **Right to resident councils.** Residents of assisted housing programs have the right to establish a resident council, pursuant to 22 M.R.S. § 7923.
40. Residents and their families must be notified of this right, orally and in writing, within 30 days of signing the admission contract, in a manner understood by each resident and by a notice of the right to form a council being posted prominently in a public area. *[Class IV]*
41. The council has the following rights:
42. To be provided with a copy of the facility's policies and procedures relating to resident rights and to make recommendations to the administrator on how they may be improved; *[Class IV]*
43. To establish procedures that will ensure that all residents are informed about and understand their rights; *[Class IV]*
44. To elicit and disseminate information regarding programming in the facility and to make recommendations for improvement; *[Class IV]*
45. To help identify residents' problems and recommend ways to ensure early resolution; *[Class IV]*
46. To inform the administrator of the opinions and concerns of the residents; *[Class IV]*
47. To find ways of involving the families and residents of the facility; *[Class IV]*
48. To notify the Department and Long Term Care Ombudsman Program when the council is constituted; and *[Class IV]*
49. To disseminate records of council meetings and decisions to the residents and the administrator and to make these records available to family members or their designated representatives and the Department, upon request. *[Class IV]*
50. If a majority of the residents choose not to establish a council, they must be given the opportunity to choose otherwise at least once each year thereafter. *[Class IV]*
51. **Right to communicate grievances and recommend changes**. The facility/program must assist and encourage residents to exercise their rights as residents and citizens: *[Class III, IV]*
52. Residents may freely communicate grievances and recommend changes in policies and services to the assisted housing program and to outside representatives of their choice, without restraint, interference, coercion, discrimination or reprisal; *[Class III, IV]*
53. The resident has the right to be assisted throughout the grievance by a representative of his/her choice. *[Class III, IV]*
54. **Right to file a grievance(s).** Assisted housing programs must notify residents upon admission of their right to file a grievance and information about how to do so. *[Class IV]*
55. Assisted housing programs must establish and implement a procedure for the timely review and disposition of grievances. The procedure must include: *[Class IV]*

**a.** The requirement that a written response be provided to the grievant describing disposition of the grievance; *[Class IV]*

**b.**  That the resident be provided with a list of advocacy services which may be available; and *[Class IV]*

**c.** That the disposition of the grievance be finalized within 60 days of filing. *[Class IV]*

1. All grievances must be documented. *[Class IV]*
2. Grievance documents must be maintained and available for review upon request by the Department. *[Class IV]*

1. **Right to continued residence.** Each resident has the right to continued residence whenever a valid contract for services is in force. *[Class IV]*
2. The facility must show documented evidence of strategies used to prevent involuntary discharges. A resident shall not be discharged involuntarily, except for the following reasons:
3. When there is documented evidence that a resident has violated the admission contract obligations, despite reasonable attempts at problem resolution; *[Class IV]*
4. A resident’s continued tenancy constitutes a direct threat to the health or safety of others; *[Class IV]*
5. A resident’s intentional behavior has resulted in substantial physical damage to the property of the assisted housing program or others residing in or working there; *[Class IV]*
6. A resident has not paid for his/her residential services in accordance with the contract between the assisted housing program and the resident; *[Class IV]*
7. When there is documented evidence that the facility cannot meet the needs of the resident as the program is fundamentally designed; or *[Class IV]*
8. The license has been revoked, not renewed, or voluntarily surrendered. *[Class IV]*
9. The provider has an affirmative responsibility to assist in the discharge process and to produce a safe and orderly discharge plan. A safe and orderly discharge includes the following elements:
	1. The resident moves to a facility or home that is able to meet their care and treatment needs;
	2. Relevant information about the resident’s current status, care providers, and history is communicated to the new provider prior to the move; and
	3. All of the resident’s possessions and finances are transferred to the new provider prior to or concurrent with the move.
10. When a resident is discharged in a non-emergency situation, the resident or his/her guardian must be provided with at least 15 days advance written notice to ensure adequate time to find an alternative placement that is safe and appropriate. Each notice must be written and include the following: *[Class IV]*
11. The reason for the discharge, including events which are the basis for such action; *[Class IV]*
12. The effective date of the discharge; *[Class IV]*
13. Notice of the resident’s right to appeal the discharge as set forth in Section 4(X); *[Class IV]*
14. The mailing address and toll-free telephone number of the Long Term Care Ombudsman Program; *[Class IV]*
15. The facility’s license number, program type, administrator’s name, and the address and telephone number of the facility; *[Class IV]*
16. The resident’s right to be represented by himself/herself or by legal counsel, a relative, friend, or other spokesperson at an administrative appeal hearing. *[Class IV]*
17. Until a safe and orderly discharge plan is in place, no involuntary non-emergency discharge shall occur. *[Class III, IV]*
18. Appropriate information, including copies of pertinent records, must be transferred with a resident to a new placement. *[Class III, IV]*
19. In the event of an emergency discharge, the facility must assist the resident and authorized representatives in locating an appropriate placement. [Class IV]
20. When an emergency situation exists, no advance written notice is required, but written notice must be given to the resident and/or resident’s representative within five days after the emergency discharge. *[Class IV]*
21. Transfer to an acute hospital is not considered a discharge and does not necessarily terminate the facility’s obligation to assist in locating an appropriate placement. *[Class III, IV]*
22. When a resident is away on a leave of absence and continues to pay for services in accordance with the contract, the resident must be permitted to return unless any of the reasons set forth in Section 4 (W)(1) are present and the resident or resident’s legal representative has been given notice as may be required in this rule. *[Class IV]*
23. Residents who choose to relocate must be offered assistance in finding alternative placement. *[Class IV]*
24. Residents of assisted housing facilities shall not be required to give advance notice when relocating.
25. **Right to appeal an involuntary discharge**. A resident has the right to an expedited administrative hearing to appeal an involuntary discharge: *[Class IV]*
26. A resident may not appeal a discharge due to the impending closure of the program unless he/she believes the transfer or discharge is not safe or appropriate.
27. To file an appeal regarding an involuntary discharge, the resident must submit the appeal within five calendar days of receipt of a written notice.
28. If a resident has already been discharged on an emergency basis, the provider must hold a space available for the resident pending receipt of an administrative decision. *[Class IV]*
29. Requests for appeals shall be submitted to the Division of Licensing and Certification, Community Healthcare Programs for submission to the Office of Administrative Hearings, 11 State House Station, Augusta, Maine 04333-0011. *[Class IV]*
30. The provider is responsible for defending its decision to discharge the resident at the administrative hearing.
31. **Right to information regarding Department survey deficiencies**. Residents have the right to be fully informed of deficiencies cited on the most recent survey conducted by the Department. *[Class IV]*
32. The provider must inform residents or their legal representatives that the survey results are public information and are available in a common area of the facility. This notification must take place within 15 working days from receipt of survey results; *[Class IV]*
33. Residents and their legal representatives must be notified by the provider, in writing, of any actions proposed or taken against the license of the facility/program by the Department including but not limited to:
34. Decisions to issue a Directed Plan of Correction; *[Class IV]*
35. Decisions to issue a Conditional license; *[Class IV]*
36. Refusal to renew a license; *[Class IV]*
37. Appointment of a receiver; or *[Class IV]*
38. Decisions to impose fines or other sanctions. *[Class IV]*

**3.**  If the facility receives notification from the Department of any actions proposed or taken against the license of the facility/program by the Department, the facility must notify residents of those actions within two business days of receipt of notification, regardless of any appeal by the provider.

1. **Mandatory report of suspected abuse, neglect, or exploitation.** Any person mandated to report, in accordance with 22 M.R.S. § 3477, and who knows or has reasonable cause to suspect that an incapacitated or dependent adult has been or is likely to be abused, neglected or exploited must immediately report the alleged violation to the Department of Health and Human Services, Adult Protective Services at 1-800-624-8404 (Voice) or 711 (Maine Relay) and to DLC. *[Class I, II, III, IV]*
2. **Mandatory report of rights violations.** Any person who knows or has reasonable cause to suspect that a resident’s rights have been or are likely to be violated must report the alleged violation to the Department of Health and Human Services, Division of Licensing and Certification within 24 hours of the alleged violation. The report may be submitted by telephone or via the Department’s online reporting system. In all cases, the facility must maintain documentation that a report(s) of a rights violation was made. *[Class II, III, IV]*
3. **Rights of persons with intellectual disabilities or autism**. Facilities/programs serving persons with intellectual disabilities or autism must post and comply with the Rights for Persons with Intellectual Disabilities or Autism set forth in 34-B M.R.S. §§5601-5611 and 14-197 C.M.R. Ch. 5, Regulations Governing Behavioral Support, Modification and Management for People with Intellectual Disabilities or Autism. *[Class IV]*
4. **Resident adjudicated incompetent**. The rights of any resident adjudicated incompetent are exercised by the resident’s legal representative.
5. **Right to Patient-Directed Care.** In accordance with 22 M.R.S. § 2140 an adult who is competent, is a resident of this State, has been determined by an attending physician and a consulting physician to be suffering from a terminal disease, and has voluntarily expressed the wish to die may make a written request for medication that the adult may self-administer. *[Class IV]*
6. **Notification of changes.** Except in a medical emergency or when a resident is incompetent, a facility must consult with the resident regarding any proposed significant changes in treatment or a plan of care.
7. The facility must notify the resident's physician, the resident's legal representative authorized to assist the resident with obtaining medical assistance and, with the resident's or authorized legal representative’s written authorization, an interested family member within 24 hours, when there is:

**a.** An accident involving the resident which results in injury;

**b.** A significant change in the resident's physical, mental, or psychosocial status;

**c.** A need to alter treatment significantly; or

**d.** A decision to transfer or discharge the resident from the facility.

1. The facility must also notify the resident or appropriate legal representative, and with the written authorization of the resident or appropriate legal representative, the resident's interested family member within 48 hours when there is:

**a.** A change in room or roommate assignment; or

**b.** A change in resident rights under Federal or State law or regulations.

**FF.** **Right of action.** In addition to any remedies contained herein, any resident whose rights have been violated may commence a civil action in Superior Court for injunctive and declaratory relief pursuant to 22 M.R.S. § 7948 et seq. *[Class IV]*

**Section 5. Medications And Treatments**

**A.** **Use of safe and acceptable procedures**. The licensee must ensure that all persons administering medications and treatments (except residents who self-administer) use safe and acceptable methods and procedures.

1. Ordering, receiving, storing, administering, documentation, packaging, discontinuing, returning for credit and/or destroying of medications and biologicals must be completed in accordance with the Department-approved medication administration training curriculum. *[Class I, II, III]*
2. All employees must practice proper hand washing and aseptic techniques. A hand-washing sink must be available for staff administering medications. *[Class III]*
3. Residents must receive the medications ordered by their duly authorized licensed practitioner in the correct dose, at the correct time, and by the correct route of administration consistent with pharmaceutical standards. *[Class I, II, III]*
4. Injectable medications may be administeredby an unlicensed person only when allowed by the Department’s approved medication administration course. *[Class I, II, III]*
5. Before using an anaphylaxis kit, unlicensed persons must be trained and certified in accordance with 10-144 C.M.R. Chapter 130, State of Maine Epinephrine Auto-Injection Training and Certification Rule. Documentation of training and certification must be included in the employee record. *[Class III]*
6. Unlicensed assistive personnel must be trained upon hire and, except as described in subsection (c), annually thereafter by a registered professional nurse in regard to the management of persons with diabetes including compliance with CDC guidelines for infection prevention during blood glucose monitoring and insulin administration. *[Class III]*
	1. Documentation of training must be included in the employee record. *[Class III]*
	2. Training and documentation must include: *[Class III]*

1. Dietary requirements;
2. Anti-diabetic oral medications, inclusive of adverse reactions and interventions, hyper- and hypo-glycemic reactions;
3. Insulin mixing including insulin action;
4. Insulin storage;
5. Injection techniques and site rotation including compliance with CDC guidelines for infection prevention during blood glucose monitoring and insulin administration;
6. Treatment and prevention of insulin reaction, including signs/symptoms;
7. Foot care;
8. Lab testing, urine testing and blood glucose monitoring; and
9. Standard Precautions.

**c.** In facilities in which no resident is diabetic, the annual retraining may utilize a curriculum developed by a Registered Nurse.

1. Urine testing must not be done around medication or areas where food is stored or prepared. *[Class III]*
2. Standard Precautions, as defined in this rule, must be implemented;
3. Toilets must be used for the disposal of urine and test sample waste; and
4. Toxic urine testing chemicals (tablets, solutions) must be stored in a locked area totally apart from oral medications.
5. For those residents for whom the facility is responsible for assistance with medication administration, no medications, including those brought into the facility by the resident, family or friends, maybe administered or discontinued without a written order signed by a duly authorized licensed practitioner or other person licensed to prescribe medications. *[Class III]*
6. Orders for medications and treatments must be in writing, signed and dated by a duly authorized licensed practitioner: *[Class III]*
7. Orders must be in effect for the time specified by the duly authorized licensed practitioner, but in no case to exceed 12 months, unless there is a written reorder. *[Class III]*
8. Orders for psychotropic medications must be reissued every three months, unless otherwise indicated by the duly authorized licensed practitioner. *[Class III]*
9. Standing orders for individual residents are acceptable when signed and dated by the duly authorized licensed practitioner. *[Class III]*
10. In cases where facilities have created the option for a resident’s record to be maintained by computer, rather than hard copy, electronic signatures are acceptable:
11. Systems and software products must include protections against modification and should apply administrative safeguards that correspond to standards and laws. *[Class III]*
12. The individual whose name is on the alternate signature method and the provider bear the responsibility for the authenticity of the attested information.
13. Upon admission to another facility (including a hospital), all existing orders are discontinued. *[Class III]*
14. Upon return to the facility, all orders must be reviewed and approved by the resident’s duly authorized licensed practitioner within 72 hours. Documentation of review must be maintained in the resident’s record. During that timeframe, orders that are signed and dated by the discharging duly authorized licensed practitioner are the current acceptable orders. *[Class III]*
15. Once the resident is admitted to another facility all medications must be removed from service and placed in a locked area in accordance with Section 5 (E). *[Class III]*
	1. **Administration of medications**.
		1. **Self-administration.** Within 14 days of admission, if an individual desires to self-administer medications, their ability will be determined by an assessment of their need for assistance completed by a clinical provider in accordance with their individual scope of practice. *[Class III]*
16. The resident/legal representative may elect in writing to have the facility administer the resident’s medications. *[Class III]*
17. An agreement for self-administration or assisted administration will be reached between the resident, his/her legal representative, his/her duly authorized licensed practitioner, and a facility representative. *[Class III]*

1. The agreement must be documented in the resident’s record. *[Class III]*
2. **Medications administered by facility.** For those medications and/or associated treatments for which the facility is responsible, the following apply:
3. Telephone orders must be accepted only by a registered or licensed nurse or pharmacist. *[Class III]*

1. Written/electronic/facsimile orders for telephone orders must be signed by the duly authorized licensed practitioner within 10 working days. *[Class III]*
2. **Unlicensed assistive personnel**. Unlicensed assistive personnel administering medications and/or treatments must successfully complete training approved by the Department:
3. There must be evidence available in the employee record that such training has been successfully completed; *[Class III]*
4. Whenever the standards or guidelines of the medication administration course are substantiallyrevised. The Department will issue guidance to notify providers when there have been substantial revisions; *[Class III]*
5. An exception can be made on a case-by-case basis for persons who administer only dietary supplements and/or minor medicated treatments, shampoos, lotions and creams that could be obtained over the counter without a physician’s order; and
6. All unlicensed assistive personnel administering medications and/or treatments must complete a Department-approved eight hour recertification course for re-certification within two years of the original certification. *[Class II, III]*
7. **Pro Re Nata (PRN) Medications.** The following provisions apply to the administration of PRN medications:
8. Psychotropic medications ordered "as needed" (or “PRN”) by the duly authorized licensed practitioner must not be administered unless the duly authorized licensed practitioner has provided detailed behavior-specific written instructions, including symptoms that might require use of medication, exact dosage, exact time frames between dosages and the maximum dosage to be given in a 24-hour period; *[Class III]*
	1. Facility staff must notify the duly authorized licensed practitioner within 24 hours when such a medication has been administered, when instructed in writing by the duly authorized licensed practitioner; and *[Class III]*
9. A person qualified to administer medications must be on site at the assisted housing program whenever a resident(s) has medications prescribed “as needed” (PRN) if this medication is not self-administered; *[Class III]*
10. **Medication storage**.
11. Residents who self-administer medications and who handle their own medication regimen may keep medications in their own room. To ensure the safety of the other residents, the facility will provide or ensure the resident has a locked area/container. *[Class III]*
12. All medications must be stored according to manufacturer’s instructions. *[Class III]*
13. Medications administered by the facility that do not require controlled temperature storage, such as refrigeration, must be kept in their original containers in a locked storage cabinet. *[Class III]*
14. The cabinet must be equipped with separate cubicles, plainly labeled, or with other physical separation for the storage of each resident's medications; *[Class III]*
15. The cabinet must be locked when not in use. The key must be kept in a secure location accessible only to persons responsible/qualified to administer medications; and *[Class III]*
16. Medications/treatments administered by the facility for external use only must be kept separate from any medications to be taken internally. *[Class III]*
17. Medication requiring temperature-controlled storage kept in a food storage area must be kept in a locked container. *[Class III]*
18. A process must be in place to ensure appropriate temperatures are being maintained within the required ranges for the medications stored. *[Class III]*
19. The facility must have a defined process for the disposal of medication from a refrigerator or freezer that has deviated from the specified temperature range. *[Class III]*
20. Residents who self-administer their medications may store their medications in a facility refrigerator.
21. **Medications leaving the facility.** The RN consultant must develop policies and procedures regarding medications leaving and returning to the facility. The policy must address, at a minimum: *[Class III]*
22. Acceptable methods and procedures for preparing medications for leaving the facility; *[Class III]*
23. Counting and/or measuring and documenting supplies upon leaving and returning to the facility; and *[Class III]*

1. Medications held by residents who self-administer their medications. *[Class III]*
2. **Medication labeling**. Each prescription dispensed by a pharmacy must be clearly labeled in compliance with requirements of 32 M.R.S. § 13794 to include: *[Class III]*
3. The prescription number;
4. The date of filling;
5. The patient’s name;
6. Directions for use;
7. The name and strength of the drug and the amount dispensed;
8. The brand name of the drug, or if a generic and therapeutically equivalent drug or interchangeable biological product is dispensed, the label must be in accordance with 32 M.R.S. § 13781;
9. The beyond use date of the drug meaning a date beyond which the contents of the prescription are not recommended to be used; and
10. The name, address and telephone number of the pharmacy where the prescription was compounded and dispensed.
11. The facility may have the RN consultant develop policies and procedures regarding labeling of medications to address prescription changes while the medication is still being administered.
12. **Improperly labeled medications**. For medications administered by the facility, all pharmaceutical containers having soiled, damaged, incomplete, illegible, or makeshift labels must be returned to the original dispensing pharmacy or must be disposed of in accordance with the requirements contained in Section 5(K). *[Class III]*
13. **Expired and discontinued medications**. For medications administered by facility, medications must be removed from use and properly destroyed after the expiration date and when discontinued, according to procedures contained in Section 5(K). Medications must be taken out of service and locked separately from other medications until reordered or disposed of. *[Class III]*
14. **Medication owned by residents**. Prescribed medicines are the property of the resident and must not be given to or taken by other residents or any other person**.** *[Class II, III]*
15. **Medication disposal.**  All discontinued medications, expired medications, or medications prescribed for a deceased resident must be properly destroyed according to procedures contained in Section 5(L)(5). *[Class II, III]*
16. **Schedule II controlled substances**. Schedule II controlled substances listed in 21 U.S.C. § 812 are subject to the following standards:
17. For all Schedule II controlled substances, there must be an individual record in which must be recorded the name of the resident, prescription number, the date, drug name, dosage, frequency and method of administration, the signature of the person administering it and verification of the balance on hand; *[Class II]*
18. There must be a recorded and signed count of all Schedule II controlled substances at least once a day, if such substances have been used in the facility that day; *[Class II]*
19. All Schedule II controlled substances on hand must be counted at least weekly and records kept of the inventory in a bound book with numbered pages, from which no pages may be removed. At least two individuals must sign for inventory; *[Class II]*
20. All Schedule II controlled substances must be stored under double lock in a separate locked box or cabinet within the medication cabinet or in an approved double-locked cabinet attached to the wall; and *[Class II]*
21. The licensee must ensure that a facility disposes of Schedule II controlled substances on behalf of a person who resides, or has resided, at the facility by adhering to the requirements of Maine’s Unused Pharmaceutical Disposal Program or other process authorized by state or federal law: *[Class II]*
22. The administrator or a licensed or registered nurse and another person employed by the facility must list all such unused substances, count such medications weekly, and keep the same in a securely locked area apart from all other drugs. *[Class II]*
23. Excess, expired, and undesired controlled substances in the possession of a licensed facility and no longer required for a resident must be disposed of after discontinuation of use by the resident. *[Class II]*
24. **Bulk supplies**. Facilities may stock in bulk supply those items regularly available without prescription at a pharmacy. *[Class III]*
25. **Medication/treatment administration records (MAR).** Individual medication/treatment administration records must be maintained for each resident for medications administered by the facility including all treatments and medications ordered by the duly authorized licensed practitioner. *[Class III]*
26. Each MAR must include:

**a.**  The name of the resident, allergies, weight, special diet, and other relevant information;

**b.** The name of the medication, name of prescribing physician, dosage, route, frequency and time to be given, and diagnosis for which the medication is prescribed;

**c.** Whenever a medication or treatment is started, given, refused or discontinued, including those ordered to be administered PRN, the medication or treatment must be documented on the medication/treatment administration record. It must be initialed by the administering individual. A medication or treatment must not be discontinued without evidence of a stop order signed and dated by the duly authorized licensed practitioner;

**d.** Administration of medications ordered PRN must be documented and must include date, time given, medication and dosage, route, reason given, results or response and initials or signature of administering individual;

**e.** A record of treatments as ordered by the licensed practitioner, including daily monitoring and record of oxygen saturation levels for residents prescribed continuous oxygen, and

**f.** Documentation of efforts to obtain medications and orders when not immediately available from a pharmacy or licensed practitioner.

1. Documentation of treatments ordered and time to be done must be maintained in the same manner as the administration of medication. *[Class III]*
2. Medication errors and reactions must be recorded in an incident report in the resident's record. Medication errors include errors of omission, as well as errors of commission. Errors in documentation or charting are errors of omission. *[Class II]*
3. Medication guides for each medication administered at the facility must be accessible to staff at all times but need not be included with the MAR. *[Class III]*
4. **Medication containers**. Graduated medicine containers, for the accurate measurement of liquid medications, must be used. If not disposable, medicine containers must be returned to the facility's dishwashing unit for sanitization after each use. Only sterile disposable syringes and needles may be used for injectable medication. Disposable medicine containers must not be reused. *[Class III]*
5. **Breathing apparatus**. When the facility assists a resident with a hand-held bronchodilator, metered dose nebulizers, intermittent positive pressure breathing machine or oxygen machine, there must be documentation of the following: *[Class III]*
6. A copy of the duly authorized licensed practitioner’s order; *[Class III]*
7. Possible side effects to be monitored and specific instructions as to when the duly authorized licensed practitioner must be notified regarding side effects; *[Class III]*
8. Instructions to the resident on the use of the breathing apparatus and documentation of the resident’s ability to self-administer the breathing apparatus; *[Class III]*
9. Staff training to use the specific equipment and/or to mix medications, the nature of their training, the date and who provided it; *[Class III]*
10. Training must be reviewed annually and documented in the employee’s personnel file; and
11. The name of the distributing agency and the frequency and specific directions for cleaning the equipment. *[Class III]*
12. **First aid kit.** A first aid kit containing supplies which may be necessary for the first aid treatment of minor injuries such as cuts, scrapes, or first degree burns must be included and available in the facility. *[Class III]*
13. All staff must be instructed in the location of the kit.

1. The kit should be checked and resupplied as needed on a monthly basis.
2. Training on the use of the first aid kit must be reviewed annually and documented in the employee’s personnel file.
3. **Employee medication administration and treatments training.** Unlicensed personnel may only administer medications, provide treatments, or use medical equipment within the scope of their certification(s), credential, or training. *[Class II, III]*

**1.**  There must be documentation in the employee file whenever employees (including licensed and unlicensed personnel) are provided in-service training or are taught procedures, the use of equipment, or anything else which impacts resident care. *[Class III]*

**2.** A registered nurse or other professional such as a physician, dietician, physical therapist, pharmacist, or other licensed practitioner may only teach or provide in-service training to unlicensed personnel on medical issues, treatments, and/or medical equipment not specifically outlined in this rule within their scope of practice and as allowed by their professional license, and there must be documentation in the employee file. *[Class II, III]*

1. All medication training must be conducted in compliance with state-approved medication administration course or courses. *[Class II, III]*

**Section** **6. Scope of Licenses**

1. **Beds to be located in distinct part of facility**. In facilities providing more than one licensed level of care, assisted housing services must be provided in a physically distinct part of the facility.
	1. An independent building, floor or wing containing only assisted housing beds may constitute a distinct part.
	2. Several beds physically proximate to one another, such as all beds on one side of a corridor or on one end of a hall, may qualify as a distinct part.
2. Such determination must be made by the Department upon written request prior to the operation of such a distinct part.
3. The Department will approve the request only if it is shown that such a distinct part will comply with all laws and rules and no other reasonable alternatives are available.
4. **Resident care limitations**. The facility must screen each resident prior to admission to assess the resident’s service/health needs, including but not limited to behavioral health, substance use disorder, and behavioral support needs, in a manner that complies with applicable laws. The facility must document its ability to meet the needs of the resident., When the scope of services identified in a facility’s admission policy can meet the resident’s needs, the facility may not refuse admission if these criteria are met, except as provided below:
5. If it is determined that the individual meets the admission criteria but requires professional or skilled nursing services beyond those assisted housing services described in Section 1(B)(6), the facility may admit the resident provided the nursing needs of the resident can be met.
6. Registered and licensed nurses employed in or operating an assisted housing facility, home health nurses, and nurses in private practice whose services to residents exceed those described as assisted housing services may not delegate those nursing duties to unlicensed personnel employed by the facility, unless allowed under 02 -380 C.M.R. Ch. 5, Regulations Relating to Training Programs and Delegation by Registered Professional Nurses of Selected Nursing Tasks to Certified Nursing Assistants or Ch. 6, Regulations Relating to Coordination and Oversight of Patient Care Services by Unlicensed Health Care Assistive Personnel.
7. If facility staff observe a significant change in resident function, the facility must ensure that ongoing resident needs are assessed, and document its ability, through direct services or contracted services, to meet the identified needs in order for the resident to maintain continued residency in the program.
8. Any person whose tenancy may result in substantial physical damage to the property of the facility or the potential of harm to those persons living in or working in the facility may be refused admission (See Section 4 (W)(1) regarding Involuntary Discharge).
9. Those persons who cannot meet the admission criteria or tenancy obligations with the provision of reasonable accommodation and modification as required by Subsection 4 or other applicable laws.
10. Nothing in this rule requires that a facility admit any person whose tenancy would constitute a direct threat to the health or safety of other individuals.

**C.** **Standards of Care**

**1.**  The facility must offer the following services:

**a.** Service coordination to identify a resident’s need and desire for services and to coordinate the appropriate types and amounts of services, as identified in the service plan. This activity is to be carried out with the involvement of the resident, the service provider and other persons of the resident’s choice, as applicable. Service coordination includes:

* 1. Completing the functional assessment and reassessments;
	2. Coordinating and participating in a health professional’s assessment or reassessment as necessary;
	3. Reviewing, with the resident, the findings of the functional assessments, the options available to address the resident’s needs and the development of a service plan;
	4. Implementation of a service plan;
	5. Monitoring of the resident’s needs and services furnished, as often as necessary;
	6. Advocating on behalf of the resident; and
	7. Maintaining complete and accurate resident records.

**b.** Individualized services, to include:

1. Housekeeping services to assist residents with IADLs;
2. Assistance with ADLs;
3. At least one nutritious meal a day;
4. Chore services to assist with heavy cleaning; and
5. Other goods and services identified in the service plan.

**Section 7. Administration**

**A.** **Administrator**. There shall be an administrator who holds a current professional license related to residential care, assisted living programs or health care, or has a combination of five (5) years of education or experience in the health care field, including financial management and staff supervision. In addition, the administrator must meet the following qualifications:

1. The administrator shall be at least twenty-one (21) years of age.
2. The administrator shall have management and supervisory experience, including the capacity to manage the financial operations and staff of the assisted living program for which the license is sought.
3. The administrator shall have experience in the field of health care, social services or areas related to the provision of assisted living services.
4. The administrator shall demonstrate conduct which shows an understanding of, and compliance with, resident’s rights.
5. The administrator shall provide information which relates to the ability and willingness to comply with all applicable laws and regulations.
6. The administrator shall provide any information reasonably related to the ability to provide safe and appropriate services at the level of care for which the license is sought.

**B.** **Administrator training**. The Administrator shall attend any training sessions which the Department determines to be mandatory.

**C.** **Absent administrator**. Any planned absence of the administrator for a period longer than 30 calendar days must be reported in writing to the Department at least five business days prior to the planned absence, including the name of the designated individual responsible for compliance with this rule during the planned absence. *[Class III]*

**D.** **Change of administrator**. In the event of the absence of the administrator, other than a planned absence, the licensee must notify the Department in writing within 72 hours.

**1.** The written notice must include the name of the designated individual responsible for operation of the facility in the absence of an Administrator, and: *[Class III]*

**2.** The licensee must submit a change of administrator application with the name of the new administrator within thirty business days. *[Class III]*

1. **Licensee responsibilities**. The owner and the administrator are responsible for the overall operation of the facility, which includes the following: *[Class II, III]*
2. Ensure that all staff are qualified and competent and are performing their duties consistent with all rules and provisions of law; *[Class II, III]*
3. The licensee must comply with the requirements of 22 M.R.S. Chapter 1691, Maine Background Center Act; *[Class II, III]*
4. Assure that each resident’s abilities and needs are adequately assessed, that a pertinent service plan based upon assessment is developed and that each resident is offered all services as indicated in the service plan; *[Class II, III]*
5. Make work assignments according to the qualifications of staff and the number and needs of the residents; *[Class III]*
6. Ensure that information regarding resident(s) is communicated to legal representatives and/or family members, as agreed upon by resident(s);
7. Respond to Department communications and requests within 2 days of the date the request was made, with the exception of requests made in the course of an inspection or investigation; *[Class III].*
8. Develop, maintain and carry out written policies and procedures to implement this rule. Policies must indicate what staff are responsible for coordination or implementation of policies and procedures. Required policies include: *[Class III]*
9. Resident care, including hospice care;
10. Resident grievance procedures;
11. Personnel (including hiring procedures, reference checks, job qualifications and descriptions, lines of authority, employee benefits, work rules, annual evaluation of performance of tasks as described in the job description and disciplinary procedures);
12. Dietary;
13. Medications (administration, ordering, returning, discontinuing, destroying, charting, pharmacy consultation);
14. A written disaster, hazard and evacuation plan, based on a facility’s all-hazards risk and hazard vulnerability assessment, which assigns specific tasks and responsibilities to facility personnel, which may be developed with the assistance of qualified fire, health and safety agencies. At a minimum, the plan must address the following:
15. Conspicuously posting emergency numbers in a place visible to persons using the telephone, including telephone numbers for fire, police, physicians, poison control, hospital, and ambulance;
16. Posting evacuation procedures in conspicuous locations throughout the facility;
17. Training personnel and residents to report fires and other emergencies, in accordance with written emergency procedures;
18. Training residents and personnel to evacuate the building, including specialized training for the evacuation of persons with disabilities or other conditions that may impair their ability to evacuate, as necessary, or their ability to understand the nature or purpose of the evacuation;
19. Training personnel on all shifts to perform assigned tasks during emergencies, including the use and location of emergency equipment;
20. Accounting for the whereabouts of residents and personnel;
21. Coordination with emergency responders;
22. Plans for notifying the Department that residents have been evacuated from a facility for any reason other than a timed drill, after residents are safely evacuated; and
23. Plans for notifying the SFMO immediately after residents are safely evacuated.
24. Maintenance/service agreements and schedules;
25. Admission /discharge and scope of services policy;
26. Confidentiality;
27. Activities/Social Services;
28. Staff training and development (including orientation and in-service education);
29. Nursing services;
30. Refusal of treatment/care/services;
31. Emergency medical procedures, including emergency transfers; and
32. Other policies may be developed at the discretion of the facility to ensure the orderly conduct of resident care.
33. Ensure written policies and licensing rules are available to and reviewed by staff.
34. Ensure that resident care is coordinated between the facility and other service providers.
35. Make policies available for review by interested parties, including residents, their legal representatives, and legal and advocacy groups working with or on behalf of the resident.
36. Provide a safe environment which supports residents’ rights.

**Section 8. Resident Records**

**A.** **Individual records required**. For each resident receiving assisted living services, the program must develop and maintain individual records that include, but are not limited to, the following: [Class IV]

1. Name, address, previous address and telephone number;
2. Name, address and telephone number of a person to contact in an emergency;
3. A functional assessment and reassessments;
4. A service plan;
5. A dated release of information authorization; and
6. Appropriate documentation to establish proof of a legal representative, if such a relationship exists.

**B.** **Assessments and reassessments.** A functional assessment must be completed within thirty (30) calendar days for a resident receiving assisted living services.

1. The assessment must include a review of the resident’s need for assistance with ADLs, IADLs, medication administration and nursing service. The document shall contain the date of the assessment and the signature of the assessor.
2. Reassessments shall be done at least every six (6) months thereafter, indicating the date of the reassessment and the signature of the assessor.

**C.** **Service plans.** A service plan shall be signed by the resident or his/her legal representative. The plan authorizes the program to arrange for or to provide services. The service plan must be reviewed and revised as appropriate, but at least every six (6) months, unless changes occur. The plan must describe:

1. What services will be provided;
2. The desired outcome;
3. Who will provide the services;
4. When and how often assistance will be provided; and
5. When the service will begin.

**D.** **Release of information.** A dated release of information authorization shall be on a form approved by the Department and signed by the resident. The release of information authorization must:

1. Be in language the resident can understand;
2. State whether or not the resident gives permission for their information to be disclosed and if permission is given, the authorization must comply with applicable confidentiality laws, and contain:
3. Names of the programs or people who are authorized to disclose information;
4. A description of the type of information that may be disclosed;
5. Names of the people or agencies to whom information may be disclosed;
6. The date the authorization will expire; and
7. A statement that the resident can revoke or change the release at any time.

**E.** **Progress notes**. Signed and dated progress notes shall be completed at least monthly on implementation of the service plan and/or any significant changes in the resident’s functioning.

**F.** **Incident documentation**. For any resident who has sustained an injury or who has a medication reaction, or when an error is made in the documentation or administration of medication, a report shall be completed. The report must describe the incident and indicate the extent of the injury or reaction and necessary treatment. It must be filed in the resident’s record.

**G.** **Investigations.**

**1.**   Licensees must investigate allegations of resident abuse, neglect, and/or exploitation involving facility staff. The investigation report must include, but is not limited to, the following documentation: *[Class I]*

1. Date and time of the alleged events;
2. The nature of the allegation;
3. Date and time all required individuals were notified in accordance with § 4(Q), (Z), (AA), and (BB);
4. Name and contact information of the initial reporter;
5. Name and contact information of the alleged perpetrator and their title, if any;
6. Date and time the alleged perpetrator was removed from duty, if an employee;
7. Documented interviews with the resident, all individuals with possible knowledge of the alleged incident, and the alleged perpetrator;
8. A conclusion statement; and
9. An action plan.

**2.** The alleged perpetrator, if an employee, may not work with any resident until an investigation has been completed.

**3.** The facility must submit the investigative report containing information listed in Section § 8 (G)(1)(a-i) to the Department no later than the close of business on the seventh calendar day after the alleged incident.

**4.** The facility must report any reasonable suspicion of a crime involving the resident, as the victim, to law enforcement within the following time frames if the report can be made consistent with applicable confidentiality laws: *[Class IV]*

* 1. Any event that caused reasonable suspicion and resulted in serious bodily injury to a resident must be reported immediately, but not later than two hours after forming the suspicion.
	2. An event that caused reasonable suspicion and did not result in serious bodily injury to a resident must be reported not later than 24 hours after forming the suspicion.

**5.** The agency may not interfere with, impede or obstruct an investigation by the Department, including but not limited to influencing or limiting resident or staff participation in Department investigative activities or interviewing persons receiving services or persons with knowledge of the agency. *[Class I]*

**Section 9 Staffing Requirements**

1. **General requirements**. The facility must provide staffing adequate to meet resident needs, implement service plans, and provide a safe setting. Staff must be present 24 hours per day.
2. The Department may require additional personnel or modify the requirements of this section due to the level of supervision and care required by the residents, the size of the facility, and distinct parts or distribution of residents throughout the physical plant;
3. Directives to increase the number of staff described in Section 9(A)(1) shall be made through a Directed Plan of Correction or conditional license issued by the Department; and
4. The facility must have the name, address, and telephone number of all employees of the facility available to the Department.
5. **Staff training and qualifications**.
	1. Prior to providing unsupervised direct care, each direct care employee must receive site-specific orientation training, to include: *[Class III]*
		1. Fire safety;
		2. Mandatory reporting, in accordance with 22 M.R.S. § 3477;
		3. Confidentiality and resident rights;
		4. General resident care needs;
		5. Alzheimer’s Disease/dementia, including but not limited to signs and symptoms of dementia, behavior management techniques, and required coordination of care;
		6. Communication skills; and
		7. De-escalation training, as needed.
	2. Additional training content relevant to emergent needs may be identified and required by the Department. Directives to conduct specific training shall be made through a Directed Plan of Correction or conditional license issued by the Department.
	3. All employees must demonstrate the following:
		1. Conduct which demonstrates an understanding of, and compliance with, residents' rights;
		2. The ability to comply with this rule; and
		3. Eligibility for hire in accordance with 10-144 C.M.R. Ch. 60, Maine Background Check Center Rule.
		4. All staff must receive in-service training at least annually and in response to emergent resident needs, in areas related to the specific needs of the residents served and any duties performed by the employee.
		5. The licensee must assure that each employee receives a performance evaluation at least annually.
	4. Prior to employing licensed or certified staff, the facility must verify that the person has a valid and current license or certification.
6. **Shared staffing**. Staff may be shared with other levels of assisted housing programs and nursing facilities on the same premises when the following conditions are met:

**1.** The facility must maintain a clear, documented audit trail containing the employee’s name and the hours the employee worked on each level;

**2.** The staffing in the facility must remain adequate to meet the needs of residents and the required resident care staffing ratios; and

**3**. The facility must meet staffing requirements for each license, when operating under multiple licenses within the same building.

1. **Employee records**. Facilities must maintain individual records on all employees. Records may be computerized
	1. Records must contain the initial date of employment, date of birth, home address and telephone number, experience and qualifications, social security number, and copy of current occupational license (if applicable);
2. Background check information in accordance with 10-144 C.M.R. Ch. 60, Maine Background Check Center Rule;
	1. If the results of the criminal history check include non-disqualifying convictions and/or arrest(s) for potentially disqualifying convictions, the record must include assessment of any potential risk to residents resulting from hire.
3. Results of an Adult Protective Services check;
4. Department of Motor Vehicles driving record, when the operation of a motor vehicle to transport residents is reasonably expected as part of an employee’s job duties;
5. Verification of prior employment including start and end dates and eligibility for rehire;
6. Job description;
7. Record of participation in in-service, orientation, or other training programs, including date, content area, and trainer, including training conducted under Section 9 (B)(1) of this rule;
8. Results of annual personnel evaluations;
9. Disciplinary actions; and
10. Date of and reason for termination, as applicable.

**Section 10. Food Storage and Meal Preparation**

1. **Common kitchen and areas used to prepare food**. Kitchen and areas used to prepare food must be located away from possible food contamination sources.
2. **Employee cleanliness**. All employees must conform to good hygienic practices as described below.
3. Any person affected with any disease in a communicable form or while afflicted with boils, infected wounds, sores, or any acute gastrointestinal or respiratory infection may not work in any area of food service. *[Class II, III]*
4. All employees must thoroughly wash their hands and arms with soap and warm water before starting work, as often as may be required to remove soil and contamination, and immediately after visiting the restroom. Employees must keep fingernails clean. *[Class II, III]*
5. Employees may not use tobacco in any form while engaged in food preparation or service or while in equipment and utensil washing or food preparation areas. *[Class II, III]*
6. **Equipment and utensils**. All kitchenware and equipment used in the preparation, service, display or storage of food must be maintained in a clean and sanitary manner. *[Class II, III]*
7. All tableware, kitchenware and utensils must be stored off the floor in a clean and sanitary manner;
8. All kitchenware and food contact surfaces of equipment must be washed, rinsed and sanitized after each use;
9. Meals must be served with non-disposable kitchenware and utensils, unless circumstances require the use of single service (disposable) items.
10. Single service items must not be reused; and
11. Food preparation surfaces, including countertops, must be in good repair and easily cleaned. Food preparation surfaces must be:
	* 1. Smooth;
12. Free of breaks, open seams, cracks, chips, inclusions, pit, and similar imperfections;
13. Free of sharp internal angles, corners, and crevices; and
14. Accessible for cleaning and inspection.

**Dietary Services**

Meals prepared off-site must be prepared by an appropriately licensed provider.

Residents shall be encouraged to participate in food planning.

Food shall be served at palatable temperatures and consistencies.

A registered dietitian shall be required to sign off annually on menus and menu cycles.

Menus shall be planned in accordance with residents’ needs and preferences.

Therapeutic diets are considered treatments and shall be ordered, in writing, by a duly authorized licensed practitioner. Menus for medically prescribed therapeutic diets shall be planned, in writing, and approved by a registered dietitian.

For assisted living facilities that prepare meals on-site, supplies of perishable foods for a forty-eight (48) hour period and supplies of non-perishable foods for a three (3) day period shall be on hand to meet the requirements of the planned menus.

1. **Food source**. Food must be safe for human consumption. *[Class I, II]*
2. Food must be obtained from sources that comply with all laws pertaining to food and food labeling;
3. Food prepared in a private home may not be provided by the facility;
4. Fresh produce may be purchased at farm stands and/or grown in the facility’s own produce garden.
5. Products such as unlabeled canned goods, home canned goods, improperly sealed or unsealed containers or packages, spoiled or expired foods, and similar foods may not be served to residents. *[Class I, II]*
6. Only Grade “A” pasteurized milk and milk products may be used. *[Class I, II]*
7. Milk served for drinking must be dispensed from the original container received from the dairy or poured directly into the resident's glass at mealtime. Approved bulk dispensers may be used;
8. No reconstituted powdered milk or evaporated milk may be served for drinking. Powdered or evaporated milk may only be used for cooking.
9. Permitted eggs and egg products include: *[Class I, II]*
10. Clean, whole eggs, with shell intact, without cracks or checks;
11. Pasteurized, liquid, frozen, or dry eggs or pasteurized dry egg products;
12. Hard-boiled, peeled eggs; and
13. Commercially prepared and packaged eggs.
14. Shell stock and shucked shellfish must be kept in the container in which they were received until they are used. *[Class I, II]*
15. **Food storage**. All food must be stored using safe and sanitary methods. *[Class I, II]*
16. Food must be stored in a clean, dry location where it is not exposed to splash, dust, or other contamination;
17. Food and beverage containers must be stored at least six inches above the floor on clean racks, dollies or other clean surfaces;
18. Food or containers of food must not be stored under, or exposed to, unprotected sewer lines or water lines that are not shielded to intercept potential drips, except for automatic fire protection sprinkler heads that may be required by law;
19. Food or containers of food must not be stored under leaking water lines, including automatic fire sprinkler heads, or under lines on which water has condensed;
20. Shelving in storage areas, refrigerators and freezers must be in good condition with cleanable surfaces;
21. Food that is expired, damaged, spoiled, or incorrectly stored must be discarded, and
22. Food not subject to further washing or cooking before serving must be stored in such a manner as to be protected against contamination from food requiring washing or cooking.
23. **Refrigerated storage**. All perishable foods must be stored at such temperatures as will protect against spoilage. *[Class I, II]*
24. Foods requiring refrigeration must be stored at a temperature of 41° Fahrenheit or below;
25. Frozen food must be kept frozen and must be stored at a temperature of 0° Fahrenheit or below;
26. Perishable foods that do not have a manufacturer's use by date must be served or discarded within 4 days of preparation.
27. Ice used for cooling stored food, food utensils, and food containers must not be used for human consumption;
28. Sufficient numbers of refrigerators or freezers must be provided to assure the maintenance of food at the required temperatures during storage;
29. Conspicuous, easily readable thermometers must be provided in each refrigerator and freezer in the facility; and
30. A safe temperature for food must be maintained throughout the transport and service of meals.
31. **Thawing foods**. Foods must be thawed as follows: *[Class I, II]*
	1. In refrigerator units at a temperature not to exceed 41°Fahrenheit; or
	2. Under potable running water at a temperature of 70° Fahrenheit or below, with sufficient water velocity to agitate and float off loose food particles into the overflow; or
	3. In a microwave oven, only when the food will be immediately transferred to conventional cooking facilities as part of a continuous cooking process or when the entire uninterrupted cooking process takes place in the microwave oven; or
	4. As part of a continued cooking process.
32. **Raw fruits and vegetables**. All raw fruits and vegetables must be washed in water to remove soil and other contaminants before being cut, combined with other ingredients, cooked, served or offered for human consumption. *[Class II]*
33. **Minimum Cooking Temperatures.** Providers must have a meat thermometer available for use. All meat, poultry, seafood, and other cooked foods must be cooked until it has reached a safe internal temperature that is hot enough to kill harmful germs that cause food poisoning. *[Class I, II]*
34. **Manual dishwashing**. When manual dishwashing is employed, equipment and utensils must be thoroughly washed in a detergent solution having a temperature of at least 120° Fahrenheit and then must be rinsed free of such solution. Eating and drinking utensils must be sanitized by one of the following methods: *[Class II]*

1. Immersion for at least one-half minute in clean hot water at a temperature of at least 170° Fahrenheit, allowed only in settings where residents do not have access to the dishwashing area; or
2. Immersion for at least one minute in a hypochlorite solution containing at least 50 parts per million of available chlorine and at a temperature of at least 75° Fahrenheit.
3. **Mechanical dishwashing**. When mechanical cleaning and sanitizing is used, the following standards must be met: *[Class II]*
4. All dishwashers must be in good working order.

**a.**  When the dishwasher is equipped with a thermometer,the measured wash-water temperature must be at least 130° Fahrenheit.

**b.** When hot water is relied upon for sanitization, the final or fresh rinse water must be at least 180° Fahrenheit in a commercial dishwasher, unless otherwise stated in the manufacturer's specifications.

1. When chemicals are relied on for sanitization, they must be applied in such concentration and for such a period of time as to provide effective bacterial treatment of the equipment and utensils.

**a.** When chemical sanitizing solutions are used for either manual or mechanical sanitization, a sanitizer test kit must be used to measure the percentage of the sanitizing solution as in Section K(2) above.

**b.**  Machines (single-tank, stationary rack, door-type machines and spray-type glass washers) using chemicals for sanitization may be used, provided that:

* + 1. The wash-water is kept clean;
		2. Chemicals added for sanitization are automatically dispensed; and
		3. The chemical sanitizing rinse-water temperature is not less than 75° Fahrenheit, nor less than the temperature specified by the machine manufacturers.

**Section 11. Physical Plant Standards**

**A.** **Code compliance**. Facilities must comply with all applicable local, state and federal rules and regulations regarding building safety, fire safety, handicapped accessibility and fair housing practices. When codes conflict, the higher standard shall apply. *[Class II, III]*

**B.** **General condition of the facility and surrounding premises**.

* 1. The facility and surrounding premises must show evidence of routine maintenance, repair of wear and tear, and ongoing housekeeping, to include records of purchases and maintenance orders and receipts.
	2. The facility must take immediate steps to correct any condition in the physical facility or on the premises which poses a danger to a resident’s life, health, or safety. *[Class II, III]*

**C.** **Public bathrooms.** Public bathrooms must be safe and sanitary.

**D.** **Heat.** Heat must be individually controlled in each apartment.

**E.**  **Hot water.** The hot water temperature for resident use must be between 105°F. and 120°F. and in adequate supply.

**F.**  **Pets.** The facility must establish a policy regarding pets to assure the safety of all residents and visitors. Policy must include, but not be limited to facility requirement(s) for vaccination, care of pets and building access.

1. **Plumbing** **and electrical systems**. All plumbing and electrical systems must be constructed, inspected, and maintained in compliance with applicable state and local codes, laws, ordinances and rules. *[Class II, III]*
2. **Sewage disposal.** All water-carried sewage must be disposed of by means of a public sewage system or an approved sewage disposal system which is constructed and operated in conformance with applicable State and local laws, ordinances and rules. *[Class II]*
3. **Solid waste management**. All refuse collected in common areas or from resident rooms must be stored in washable, rodent-proof, covered containers pending removal. All solid waste must be disposed of in accordance with local and state of Maine laws, codes, and rules. *[Class II]*
4. **Hazardous and toxic materials**. When not in use, hazardous and toxic materials such as household cleaning solutions, compounds, and other non-food supplies, must be stored in locked compartments which are used for no other purpose: *[Class I]*
5. They must be separated from the food storage and preparation areas, clean equipment and utensil storage rooms, and medication storage areas;
6. Household bactericides and cleaning compounds shall not be stored in the same cabinet or area of the room with insecticides, rodenticides, or other poisonous materials;
7. All containers must be properly labeled for identification; and
8. Safety Data Sheets, formerly known as Material Safety Data Sheets, must be available for all poisonous and toxic materials used and/or stored in the facility. All materials shall be used and stored accordingly.
9. **Insect and rodent control**. There must be no evidence of rodent or insect infestation. *[Class III]*
10. All reasonable actions will be taken to control insects and rodents in the facility; and
11. All openings to the outer air must be protected against the entrance of insects by self-closing doors, closed windows, screening, or other effective means.

**L.** **Apartments**

1. Bedrooms must provide at least 80 square feet of usable space in single-occupancy apartments and 100 square feet of usable space in double-occupancy apartments.
2. Heat must be available and individually controlled in each apartment.
3. Each apartment must have a lockable door separating the unit from common areas.
4. Each apartment must have an area for the purpose of storing and preparing food. This area must include, as a minimum, six (6) square feet of clear countertop, a small refrigerator, bar-type sink, a cabinet for food storage and either a two-burner stovetop or a microwave oven.

**Section 12. Infection Prevention and Control**

**A.** **Infection Prevention and Control (IPC).** The facility must establish, implement, and maintain an Infection Prevention and Control Plan (IPCP) to control the transmission of infectious diseases amongst residents, staff, visitors, and other individuals providing services under a contractual arrangement. *[Class II, III]*

**1.** The facility must employ or contract with a person with certification or training in IPC to oversee the development and implementation of the IPCP. *[Class III]*

**a.** The certification or training must include the following content areas, at a minimum:

**i.** Standard precautions;

**ii.** Transmission-based precautions;

**iii.**  Respiratory protection; and

**iv.** Use of PPE and source control measures.

**2.** The facility must develop a written IPCP. The development process must include: *[Class II,III]*

**a.** A risk assessment and overall program review. The risk assessment and program review must include:

**i.** Identification of resources necessary to care for residents during day-to-day operations and emergencies;

**ii.** Identification of any policies/protocols that need to be developed; and

**iii.**  Review of current Maine Center for Disease Control and Prevention (MeCDC) standards and federal Center for Disease Control (CDC) guidelines. The facility should keep a log noting specifically what guidelines were utilized, and identification of any changes needed to meet those standards.

**b.** The facility must review and update the plan and all related policies/protocols annually, and whenever there is any change or plan for change that would require a substantial modification to any part of the current IPCP.

**c.** The plan must be updated as needed to reflect current Maine Center for Disease Control and Prevention (MeCDC) standards and federal Center for Disease Control (CDC) guidelines. The facility should keep a log noting specifically what guidelines were utilized, and identification of any changes needed to meet those standards.

**3.** The IPCP must include policies and procedures for the prevention of the spread of any infectious disease, including: *[Class II, III]*

1. Requirements for staff to perform hand hygiene before and after each direct and indirect resident contact for which handwashing is indicated by nationally recognized professional practice;
2. Use of PPE and source control measures;
3. A respiratory protection program;
4. Identification of the adequate amount of PPE to have on hand at all times, and measures to take when PPE is not readily available;
5. The conduct of environmental cleaning and disinfection, specifying the cleaning agents and processes to be used;
6. Documentation of random visual observations of staff use of PPE throughout an outbreak of an infectious disease;
7. Notification of the MeCDC, all other residents and their primary family contact, staff, and the Division of Licensing and Certification (DLC) in the event of an outbreak of a notifiable disease;
8. Transmission-based precautions and isolation of the resident, when the MeCDC determines that a resident needs isolation to prevent the spread of infection;
9. Work-exclusion processes and steps to be taken in the event of a staff or resident exposure, when the type of infectious disease requires instituting specific work restrictions;
10. An exposure control plan to address potential hazards posed by blood and body fluids and other potentially infectious material (OPIM) or infectious diseases;
11. A crisis staffing plan;
12. A process for reporting notifiable diseases to the MeCDC; and
13. A policy requiring consultation with the MeCDC in the management of any outbreak of a reportable infectious disease or novel virus.

**4.**  The facility must implement any recommendations of the MeCDC, including but not limited to: *[Class II, III]*

**a.** Universal testing and resident cohorting, when applicable;

**b.** Practices for safe visitation or alternatives to in-person visits, and practices to assure resident safety during departures from the facility;

**c.** Reasonable methods and processes to allow residents to communicate with family and friends in ways that maintain resident safety;

**d.** Conditions and protocols for screening all full and part-time staff, all essential healthcare individuals who enter the facility (such as hospice staff, physicians, etc.), and any other individual entering the facility.

**5.**  The facility must provide education on IPC to all staff at hire. *[Class II, III]*

**a.**  The training must include:

**i.** Standard Precautions, including:

**1.**  Hand hygiene, which must include procedures to be followed by staff involved in direct patient care or food preparation;

**2.** Bloodborne pathogens;

**3.** The proper selection and use of Personal Protective Equipment (PPE); to include putting on (donning) and taking off (doffing); and

**4.** Respiratory hygiene/cough etiquette;

**ii.** Environmental cleaning and disinfection;

**iii.** Transmission-based precautions; and

**iv.** Sharps/injection safety, including immediate actions to take when exposure to blood or other potentially infectious material (OPIM) occurs.

**b.** Documentation of staff training and observed to be competency in Infection Prevention and Control must be maintained in each employee’s personnel file. *[Class IV]*

**c.** In the event of an outbreak of an infectious disease, the facility must provide a refresher training to all employees. *[Class II, III]*

**d.** The facility must maintain a copy of the IPC training curriculum utilized to provide education to staff.

**Statutory Authority**

Public Law 2007, Chapter 324 (5) (6) (7) (11). [routine technical rule]

22 M.R.S. Chapters 1661, 1663,1664, 1666 and 1666-B; and 22 M.R.S. § 42 and § 3173

22-A M.R.S. §205(2)

**Regulatory History**

AMENDED:

June 1, 2006 [major substantive rulemaking process]

AMENDED:

August 20, 2008 -Sections 3 and 4 [routine technical rules pursuant to Public Law 2007, Chapter 324 (5) (6) (7) (11)] filing 2008-351. Also moved from umbrella-unit number 10-149 to 10-144 at the request of the agency.

 APAO ACCESSIBILITY CHECK: September 2, 2025

 REPEALED AND REPLACED:

 September 18, 2025 – filing 2025-165 (Major Substantive Rule)

**Appendix A**

**Licensed Assisted Living Facility**

**Standard Contract**

This contract is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Provider”) and you, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.This contract describes your financial obligations, as well as other responsibilities and rights. It also describes the rights and obligations that apply to the Provider in the course of providing services to you.

This contract is a standard contract required for use in the State of Maine. Providers may add additional provisions to the standard contract in a customized addendum but these additional provisions may not conflict with or replace the use of the standard contract. The intent of having a standard contract in Maine is to permit you to compare costs and services among providers. Providers are required to disclose their contracts and rates.

**In consideration of the payment and promises made in this contract, you and the Provider agree as follows:**

1. **STANDARDS**

The Provider will help to further your independence and respect your privacy and personal choices, including your choice to continue to reside here for as long as the Provider and program, as it is fundamentally designed, is able to meet your needs. The Provider’s programs will be resident oriented and meet professional standards of quality at all times.

This means that if your needs exceed the Provider’s ability to provide services, the Provider will assist you in making other arrangements including moving somewhere else, if necessary.

1. **PROVIDER LICENSE**

The Provider is licensed in conformity with the requirements of the State of Maine. The type of provider is stated on the license issued by the Maine Department of Human Services and posted for public inspection in the .

[ ]  This box will be checked if you rent your unit from a separate entity (referred to in this contract as the “Landlord’) that is not the Provider. The Landlord is responsible for enforcing the terms and conditions of the lease. The Provider is responsible for assuring that the terms and conditions of your lease agreement with the Landlord do not conflict with this contract. The State of Maine has reviewed the separate lease agreement and has determined that it complies with all laws and rules related to the provision of assisted living services. A copy of this lease is attached for reference as Appendix F to this contract. Even though you have a lease with separate landlord, you have the same rights as you would have if the landlord and provider were one and the same.

1. **APPENDICES**

The following Appendices are attached and made a part of this contract:

##### [x]  Appendix A: Admissions Policy

[x]  Appendix B: Your Rights

[x]  Appendix C: Grievance Policy

[ ]  Appendix D: Tenancy Obligations (check if this applies)

[ ] Appendix E: Additional terms in Customized Addendum (check if this applies)

[ ]  Appendix F: Applies only if you rent your unit from an entity (the “Landlord”) that is not the Provider

# **ADMISSION POLICY**

There is an Admission Policy that meets the requirements of the State of Maine that describes who can be admitted and the types of services provided. A copy of this policy is attached as Appendix A.

# **SERVICES PROVIDED DIRECTLY OR INDIRECTLY BY PROVIDER INCLUDED IN THE DAILY/MONTHLY RATE**

A. You agree to purchase:

[ ]  Housing and Basic Services.

[ ]  Housing and Identified Services (See Section E below.).

B. You agree to pay the following current rate to the Provider:

[ ]  Daily rate of $\_\_\_\_\_\_\_\_

[ ]  Monthly rate of $\_\_\_\_\_\_\_\_

[ ]  The amount you pay will be determined by the MaineCare Program.

C. If you rent your unit from a landlord that is a different entity from the Provider, you understand that:

The landlord is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The amount of your current monthly rent is \_\_\_\_\_\_\_\_\_\_\_.

1. Certain basic services must be provided in all licensed assisted housing programs. If you have decided to purchase assisted living services, these basic services are provided under the daily/monthly rate you pay for your care. This means the Provider must act in accordance with the rules to:
2. Observe and assess how you function and/or your individual behaviors for the purpose of enhancing your health and safety or the health and safety of others;
3. Protect you from environmental hazards by mitigating risk in the physical environment to prevent unnecessary injury or accident; and
4. Identify your needs and strengths, develop a service plan and arrange for and monitor service delivery.
	1. There is a wide range of services available. Those services and their costs are listed in Appendix E. What you actually receive for services will be based on whether you are purchasing assisted living services, and on your individual assessment and service plan.

If checked below, the service is offered by the Provider as part of your current daily/monthly rate and there is no additional charge to you if it becomes part of your service plan:

1. Personal Supervision.

[ ]  Even though you may travel independently in the community, the Provider will keep track of your general whereabouts

[ ]  Staff will accompany you to medical appointments

[ ]  The Provider provides an escort for regular travel

[ ]  The Provider has qualified staff in the building 24-hours/day

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Additional provisions: See Appendix E

1. Assistance with activities of daily living. (These are tasks that you may routinely need assistance with in order to maintain your best level of physical function.)

[ ]  Walking

[ ]  Changing position in bed

[ ]  Transferring from place to place

[ ]  Dressing

[ ]  Eating

[ ]  Using the bathroom

[ ]  Bathing

[ ]  Personal hygiene, such as help washing your hair

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Additional Provisions: See Appendix E

1. Incidental activities of daily living.

[ ]  Using the telephone

[ ]  Handling your finances

[ ]  Banking

[ ]  Shopping

[ ]  Light housekeeping

[ ]  Heavy housekeeping

[ ]  Getting to appointments

[ ]  Barber/beautician services

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Additional Provisions: See Appendix E

1. Medication assistance.

[ ]  Obtaining medications from the Pharmacy of your choice:

[ ]  Ordered by Provider

[ ]  Delivered by the Pharmacy

[ ]  Ordered by you/family member

[ ]  Picked up by Provider

[ ]  Picked up by you/family member

[ ]  Provide qualified staff to help you take your medications (such as reading the container labels, watching while you take a medication, checking the correct dosage, removing the dosage from the container, administering prescribed dosage, filling a syringe, administering any medication as allowed by applicable licensing rules.)

[ ]  Maintaining an individual medication administration record for you that will include all the medications and treatments that your physician orders for you, and a record that includes, for example, information that they have been administered at the right time and in the right dose

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Additional Provisions: See Appendix E.

5. Food Service.

[ ]  Meal preparation (including the cost of food) \_\_\_\_\_ times each day

[ ]  Meal preparation (food purchased separately by you) \_\_\_\_\_\_\_\_\_ times each day

[ ]  Nutritious between-meal snacks \_\_\_\_\_\_\_\_\_\_ times each day

[ ]  Special diets ordered by your physician as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Shopping for groceries you purchase

[ ]  Meal planning

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Additional Provisions: See Appendix E

1. Transportation services.

[ ]  Arranging transportation (cost of transportation included) \_\_\_\_\_\_\_\_miles roundtrip

[ ]  Arranging transportation (cost of transportation not included)

[ ]  Transportation without escort to medical appointments within \_\_\_\_\_\_\_\_ miles roundtrip

[ ]  Transportation with escort to medical appointments within \_\_\_\_\_\_\_\_ miles roundtrip

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Nursing services. Some providers provide the services of a registered professional nurse. Others use registered professional nurses to coordinate the services and oversee staff who are not nurses. The following nursing services are part of your daily/monthly rate:

[ ]  None

[ ]  Skilled nursing services provided by a registered professional nurse.

[ ]  Registered professional nurse who oversees staff and coordinates your health care needs.

1. Housing Costs. These costs include those associated with your housing instead of your services, and may include things such as heat, lights, cable TV, telephone, your unit and other costs. Check all that apply:

[ ]  All housing costs (there will be no extra charges)

[ ]  All housing costs except:

[ ]  Semi-private room

[ ]  Shared bathroom

[ ]  Private room

[ ]  Private bathroom

[ ]  Efficiency apartment

[ ]  One Bedroom Apartment

[ ]  Two Bedroom Apartment

[ ]  Other:

[ ]  Additional Provisions: See Appendix E

[ ]  You have a lease agreement with a landlord other than the Provider: See Appendix F

1. Equipment and supplies. The Provider will supply the following equipment and supplies, as needed, as part of the daily cost that you pay:

[ ]  None

[ ]  Non-prescription analgesics and antacids

[ ]  Bedroom furnishings:

[ ]  Pillows, sheets, linens, towels

[ ]  Laundry supplies and equipment

[ ]  Laxatives

[ ]  Thermometers

[ ]  Non-prescription skin creams/lubricants

[ ]  Mouthwash

[ ]  Toothpaste

[ ]  Other non-prescription ointments:

[ ]  Shampoo

[ ]  Soap

[ ]  Facial tissue

[ ]  Toilet tissue

[ ]  Paper towels

[ ]  Incontinence supplies

[ ]  Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Additional Services

[ ]  See Appendix E

**VI. SERVICES NOT INCLUDED IN THE DAILY RATE**

In some instances, you may wish to purchase services beyond those included in your daily rate at an additional charge.

[ ]  See Appendix E for listing of items that are available at an additional charge.

**VII. BILLING AND PAYMENT**

A. Payment for services covered by the daily/monthly rate. The Provider requires you to pay for your care under the terms of this contract within the following time frame: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If there is a separate lease agreement, payment must also be made in accordance with that agreement. You should be aware that failure to pay for your services in accordance with this contract may result in your discharge from the Provider’s facility or program. The Provider may not hold you responsible for the payment of attorneys’ fees or any other cost of collecting payment.

B. Source of payment for services covered by the daily/monthly rate:

[ ]  Self-pay

[ ]  Self-pay and billing to a third party:

C. Payment for services not covered by the daily/monthly rate. You agree to be responsible for payment for any services or convenience items not specifically included by this contract in the daily/monthly rate. Those that are provided by the Provider will be billed directly to you at the end of each month in addition to the daily/monthly rate.

D. Source of payment for services not covered by the daily/monthly rate:

[ ]  Self-pay

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E. Holding your unit. If you are away temporarily, you are still responsible for paying for your unit and you may return as long as you continue to pay and this contract is in force.

F. Security deposit. A security deposit may be charged only for apartment units in an assisted living program.

[ ]  There is a security deposit. This security deposit will not exceed one month’s rent (currently $\_\_\_\_\_\_\_\_\_\_\_\_), and will be refunded to you within thirty (30) days from date of discharge/death.

[ ]  The following costs may be deducted from the security deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Security deposits are part of your separate lease with the Landlord.

G. Calculation of refund. You are entitled to a refund for any advance payments you make on a prorated basis when you are discharged. This will include a refund for the day in which you are discharged.

[ ]  In residential care facilities, the refund is calculated by multiplying the amount you paid per day times the remaining number of days in the month, including the date of discharge.

[ ]  In assisted living programs, your refund is calculated from the date your apartment unit is vacated or from the last day of any required notice period, whichever is later. The refund is calculated by multiplying the amount you paid per day times the remaining number of days in the month, including the date your unit is vacated or the last day of any required notice period, whichever is later.

**VIII. RIGHTS REGARDING TRANSFER AND DISCHARGE**

You have certain rights under law and rules regarding transfer and discharge. A copy of a document explaining your rights is attached as Appendix B.

**IX. MODIFICATION OF CONTRACT TERMS**

At least 30 days written notice is required for any modifications of contract terms including, but not limited to, rate and charge changes, responsibilities, services to be provided or any other items included in this contract. The 30 days notice will not be required if you are the one requesting additional services not already included in the rate you pay pursuant to this contract.

**X. NOTICE PROVISION**

Any notice required by this contract must be in writing. The notice shall be considered delivered on the date of its receipt, if hand delivered. If the notice is deposited with the U.S. Postal Service, it shall be considered delivered three (3) days from the date of deposit in the mail. Notice to the Agent shall be by delivering it to him/her at the address provided at the end of this contract.

**XI. ACKNOWLEDGEMENT**

A. You acknowledge that your rights, attached as Appendix B and included as part of this contract, have been explained to you and you have signed that attachment.

B. You acknowledge that you have been given a copy of the Provider’s admission policy, grievance policy and any tenancy obligations (See Appendix A, C and D).

C. You have made arrangement for the management of your affairs, either personal and/or financial, as follows:

[ ]  Manage own affairs

[ ]  Durable Financial Power of Attorney

[ ]  Health Care Power of Attorney

[ ]  Representative Payee

[ ]  Guardian

[ ]  Conservator

[ ]  Trustee

[ ]  Advance Directive/Living will

[ ]  Other

You agree to supply copies of all relevant information about those individuals who are responsible for your affairs as they relate to your care under this contract.

**XII. CHANGES IN LAW**

Any provision of this contract that is found to be invalid or unenforceable as a result of a change in Federal or State law or rule will not invalidate the remaining provisions of this contract and it is agreed that, to the extent possible, you and the Provider will continue to fulfill your respective obligations under this contract consistent with law.

**XIII. SIGNATURES**

This contract may not require or encourage any person other than yourself to obligate himself/herself for the payment of your expenses. If any person informs the Provider that he/she wishes to guarantee payment of your expenses, he/she can do so only in a **separate written agreement**. **The separate written agreement allows for the guarantor of payment to change his/her mind within forty-eight (48) hours of signing this separate written agreement.**

If someone else who you authorize (hereinafter “your Agent”) signs this contract in his/her capacity as Agent, the individual may or may not be able to make health care or other decisions on your behalf. The extent of the Agent’s authority depends on the nature of that legal relationship.

Seen and agreed by:

|  |  |
| --- | --- |
|  Your Name Your Signature or Signature of Your Agent  Your Address Date |  Name of Provider Signature of Provider Representative  Provider’s Address Telephone Number |

**APPENDIX F**

This Appendix applies only if you rent your unit from an entity (the “Landlord”) that is not the Provider.

1. Your landlord is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Your current monthly rent is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Among other things, your lease provides that you will receive the following (check all that applies):

[ ]  All housing costs (there will be no extra charges)

[ ]  All housing costs except:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Semi-private room

[ ]  Shared bathroom

[ ]  Private room

[ ]  Private bathroom

[ ]  Efficiency apartment

[ ]  One Bedroom Apartment

[ ]  Two Bedroom Apartment

[ ]  Other

D. Your lease is attached here for reference.