

## APPENDIX A

### LICENSED ASSISTED HOUSING PROGRAM STANDARD CONTRACT

This contract is entered into between Pinnacle Health & Rehab (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:**

#### **I. 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 consumer 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.

#### **II. 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 on the Resident Bulletin Board. This Provider is licensed as follows (check one):

- Level I Residential Care Facility
- Level II Residential Care Facility
- Level III Residential Care Facility
- Level IV Residential Care Facility
- Level I PNMI Residential Care Facility
- Level II PNMI Residential Care Facility
- Level III PNMI Residential Care Facility
- Level IV PNMI Residential Care Facility**
- Type I Assisted Living Program
- Type II Assisted Living Program

- 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 regulations 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.

### III. APPENDICES

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

- Appendix A: Admissions Policy**  
 **Appendix B: Your Rights**  
 **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

### IV. 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.

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

A. You agree to purchase:

- Housing and Services.  
 Housing Only.

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 \_\_\_\_\_.

D. 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 regulations to:

1. 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;
2. Protect you from environmental hazards by mitigating risk in the physical environment to prevent unnecessary injury or accident; and
3. Identify your needs and strengths, develop a service plan and arrange for and monitor service delivery.

E. 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

2. 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

3. 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

4. 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 regulations)
- 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 Services.

- Meal preparation (including the cost of food) 3 times each day
- Meal preparation (food purchased separately by you) \_\_\_\_\_ times each day
- Nutritious between-meal snacks 3 times each day
- Special diets ordered by your physician as follows:  
\_\_\_\_\_
- Shopping for groceries you purchase
- Meal planning
- Other \_\_\_\_\_
- Additional Provisions: See Appendix E

6. Transportation services.

- Arranging transportation (cost of transportation included) \_\_\_\_\_ miles roundtrip
- Arranging transportation (cost of transportation not included)
- Transportation without escort to medical appointments within 80 miles roundtrip
- Transportation with escort to medical appointments within 80 miles roundtrip
- Additional Provisions: See Appendix E

7. 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.

8. 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: Cable television, personal in-room telephone
- Semi-private room
- Shared bathroom
- Private room \*See Appendix E
- 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

9. 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: Acetaminophen (regular strength), generic Mylanta, generic cough suppressant.
- Bedroom furnishings: Bed, dresser, nightstand, chair, and reading lamp.
- Pillows, sheets, linens, towels
- Laundry supplies and equipment
- Laxatives: Generic Milk of Magnesia
- 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: Due by the 10<sup>th</sup> of the month of service. 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 regulations regarding transfer and discharge. A copy of a document explaining your rights is attached as Appendix B.

### **IX. MODIFICATION OF CONTRACT TERMS**

At least thirty (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 thirty (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 shall 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 regulation 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.

**[Signatures continue on the next page]**



**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:

Date: \_\_\_\_\_

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
Your Signature or Signature of Agent

**Pinnacle Health & Rehab**  
**26 Pleasant St., Canton, ME 04221**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Resident’s Primary Care Physician

\_\_\_\_\_  
Telephone Number(s)

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

\_\_\_\_\_  
Dentist

\_\_\_\_\_  
Ophthalmologist

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mortuary

**Second to Notify**

\_\_\_\_\_  
Hospital Preference

\_\_\_\_\_  
Address

**Third to Notify**

\_\_\_\_\_  
Telephone Number(s)

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number(s)

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

\_\_\_\_\_  
Email Address

## APPENDIX B

### Resident Rights

- 5.1 Resident rights.** The assisted housing program shall promote and encourage residents to exercise their rights, to age in place and make informed choices.
- 5.2 Freedom of choice of provider.** For services and supplies not provided by the licensee, each resident has the right to select the provider of his/her choice.
- 5.3 Rights regarding transfer and discharge.** Each resident has the right to continued residence whenever a valid contract for services is in force. The facility must show documented evidence of strategies used to prevent involuntary transfers or discharges. A resident shall not be transferred or discharged involuntarily, except for the following reasons:
- 5.3.1** When there is documented evidence that a resident has violated the admission contract obligations, despite reasonable attempts at problem resolution;
  - 5.3.2** A resident's continued tenancy constitutes a direct threat to the health or safety of others;
  - 5.3.3** 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;
  - 5.3.4** A resident has not paid for his/her residential services in accordance with the contract between the assisted housing program and the resident;
  - 5.3.5** When there is documented evidence that the facility cannot meet the needs of the resident as the program is fundamentally designed; or
  - 5.3.6** The license has been revoked, not renewed, or voluntarily surrendered.
- 5.4 Transfer or discharge.** When a resident is transferred or discharged in a non-emergency situation, the resident or his/her guardian shall be provided with at least fifteen (15) days advance written notice to ensure adequate time to find an alternative placement that is safe and appropriate. The provider has an affirmative responsibility to assist in the transfer or discharge process and to produce a safe and orderly discharge plan. If no discharge plan is possible, then no involuntary non-emergency discharge shall occur until a safe discharge plan is in place. Appropriate information, including copies of pertinent records, shall be transferred with a resident to a new placement. Each notice must be written and include the following:
- 5.4.1** The reason for the transfer or discharge, including events which are the basis for such action;
  - 5.4.2** The effective date of the transfer or discharge;
  - 5.4.3** Notice of the resident's right to appeal the transfer or discharge as set forth in Section 5.28;
  - 5.4.4** The mailing address and toll-free telephone number of the Long Term Care Ombudsman Program;
  - 5.4.5** In the case of residents with developmental disabilities or mental illness, the mailing address and telephone number of the Office of Advocacy, Department of Health and Human Services (formerly known as the Department of Behavioral and Developmental Services (BDS));

- 5.4.6** The resident's right to be represented by himself/herself or by legal counsel, a relative, friend or other spokesperson.
- 5.5** **Emergency transfer or discharge.** When an emergency situation exists, no written notice is required, but such notice as is practical under the circumstance shall be given to the resident and/or resident's representative. The facility shall assist the resident and authorized representatives in locating an appropriate placement. Transfer to an acute hospital is not considered a placement and the obligation in regard to such assistance does not necessarily terminate.
- 5.6** **Leaves of absence.** When a resident is away, and continues to pay for services in accordance with the contract, the resident shall be permitted to return unless any of the reasons set forth in Section 5.3 are present and the resident or resident's legal representative has been given notice as may be required in these regulations.
- 5.7** **Assistance in finding alternative placement.** Residents who choose to relocate shall be offered assistance in doing so.
- 5.7.1** Residents of assisted living programs, residential care facilities or private non-medical institutions shall not be required to give advance notice.
- 5.8** **Right to communicate grievances and recommend changes.** The facility/program shall assist and encourage residents to exercise their rights as residents and citizens. 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. All grievances shall be documented. The resident has the right to be assisted throughout the grievance by a representative of his/her choice. Section 5.25 of these regulations list advocacy services which may be available to resident. Assisted housing programs shall establish and implement a procedure for the timely review and disposition of grievances, and shall notify residents upon admission of their right to file a grievance and information about how to do so. The procedure shall include a written response to the grievant describing disposition of the complaint. These documents shall be maintained and available for review upon request by the Department.
- 5.8.1** Residents who are class members under the AMHI consent decree may also file grievances alleging a violation of the terms of the AMHI settlement agreement. The grievances may be brought by or on behalf of individuals or groups of class members. If the grievances include allegations of employee misconduct, no disciplinary action may be taken nor facts found with regard to the alleged misconduct except in accordance with the provider's personnel policies and with any employment contract provisions.
- A class member who files a grievance is entitled to a hearing conducted by an impartial hearing officer, who may be employed by the provider but who must not have been directly involved in the incident. The hearing officer must hold a hearing, either in person or by telephone; must accept evidence from both parties, including testimony of witnesses; and must make a decision in writing promptly after the hearing. The hearing must be recorded verbatim. The hearing must be expedited if the resident can establish that an emergency will exist if the grievance is not resolved very soon.
- 5.9** **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.

- 5.10 Right to freedom from abuse, neglect or exploitation.** Residents shall be free from mental, verbal, physical and/or sexual abuse, neglect and exploitation.
- 5.11 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.
- 5.11.1** Full-length bedrails on both sides of the bed are considered restraints and shall not be attached to the bed. 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.
- 5.11.2** In the case of a person with mental retardation, the provider must comply with the requirements of the *Regulations Governing the Use of Behavioral Procedures in Maine Programs Serving Persons with Mental Retardation* and the *Regulations Governing the Use of Restraints in Community Settings*. These regulations are promulgated and enforced by the Department of Health and Human Services (formerly known as the Department of Behavioral and Developmental Services (BDS)).
- 5.11.3** For any resident who is a client of the Department of Health and Human Services, (formerly known as the Department of Behavioral and Development Services (BDS)) due to his/her mental illness, the facility/program shall comply with the *Rights of Recipients of Mental Health Services*, promulgated and enforced by the Department of Health and Human Services (formerly known as the Department of Behavioral and Development Services (BDS)).
- 5.12 Right to confidentiality.** Residents' records and information pertaining to their personal, medical and mental health status is confidential. Residents and their legal representatives shall have access to all records pertaining to the resident at reasonable times, in the presence of the provider or his/her representative, within one (1) business day of the request. Residents and their legal representatives are entitled to have copies made of their record within one (1) business day of the request. The licensee and employees shall have access to confidential information about each resident only to the extent needed to carry out the requirements of the licensing regulations or as authorized by any other applicable state or federal law. The written consent of the resident or his/her legal representative shall be required for release of information to any other person except authorized representatives of the Department or the Long Term Care Ombudsman Program. The Department shall have access to these records for determining compliance with these regulations. Records shall not be removed from the facility, except as may be necessary to carry out these regulations. 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.). A written consent to release of information shall be renewed and time dated every thirty (30) months, pursuant to 22 M.R.S.A. §1711-C (4). Consent may be withdrawn at any time.
- 5.13 Right to refuse to perform services for the facility.** Residents may refuse to perform services for the facility.
- 5.14 Right to privacy and consideration.** Residents shall be treated with respect. Residents shall also be treated with respect and consideration with regard to their individual need for privacy when receiving personal care or treatment, preferred mode of language and communication.

- 5.15 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. They may receive personal mail, unopened, and shall be assisted when necessary with writing and mailing letters and making phone calls. Residents shall have privacy when having telephone conversations.
- 5.16 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.
- 5.17 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.
- 5.18 Couples.** A couple residing in an assisted housing program has the right to share a room.
- 5.19 Right to be informed of services provided by the facility/program.** Residents shall be fully informed of items or services which are included in the rate they pay. This rate shall include the cost of repair or replacement of items damaged by normal wear and tear.
- 5.20 Right to refuse treatment or services.** Residents may choose to refuse medications, treatments or services. If the resident refuses necessary care or treatment, the provider shall make reasonable efforts to consult the resident's duly authorized licensed practitioner, caseworker or other appropriate individuals in order to encourage residents to receive necessary services. No person without legal authority to do so shall order treatment, which has not been consented to by a competent resident.
- 5.21 Right to be free from discrimination.** A resident shall be provided services without regard to race, age, national origin, religion, disability, gender or sexual orientation.
- 5.22 Right to information regarding deficiencies.** Residents have the right to be fully informed of findings of the most recent survey conducted by the Department. The provider shall inform residents or their legal representatives that the survey results are public information and are available in a common area of the facility. Residents and their legal representatives shall 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, decisions to issue a Directed Plan of Correction, decisions to issue a Conditional license, refusal to renew a license, appointment of a receiver or decisions to impose fines or other sanctions. This notification shall take place within fifteen (15) working days from receipt of notice of action.
- 5.23 Notification of Residents Rights.** The provider shall inform each resident and legal representative of these rights prior to or at admission and shall provide them with a copy of these rights. In addition, the provider shall inform each resident and legal representative, within thirty (30) calendar days of any changes to Section 5 and shall provide them with a copy of the change. The provider must accommodate for any communication barriers that may exist, to ensure that each resident is fully informed of his/her rights.
- 5.24 Bill of rights for persons with mental retardation.** Facilities/programs serving persons with mental retardation shall post and comply with the *Bill of Rights for Persons with Mental Retardation*, Title 34-B M.R.S.A. §5601 *et seq.*
- 5.25 Mandatory report of rights violations.** Any person or professional who provides health care, social services or mental health services or who administers a long term care facility or program who has reasonable cause to suspect that the regulations pertaining to residents' rights or the conduct of

resident care have been violated, shall immediately report the alleged violation to the Department of Health and Human Services (1-(800) 383-2441) and to one or more of the following:

Disability Rights Center (DRC), pursuant to Title 5 M.R.S.A. §19501 through §19508 for incidents involving persons with mental illness; the Long Term Care Ombudsman Program, pursuant to Title 22 M.R.S.A. §5107-A for incidents involving elderly persons; the Office of Advocacy, pursuant to Title 34-B M.R.S.A. §1205 for incidents involving persons with mental retardation; or Adult Protective Services, pursuant to Title 22 M.R.S.A. §3470 through §3487.

Reporting suspected abuse, neglect and exploitation is mandatory in all cases. Documentation shall be maintained in the facility that a report has been made.

Mandated reporters shall contact the Department of Health and Human Services (1-(800) 383-2441) immediately after receiving and/or obtaining information about any rights violations.

**5.26 Reasonable modifications and accommodations.** To afford individuals with disabilities the opportunity to reside in an assisted living program, residential care facility, or a private non-medical institution, the provider shall:

**5.26.1** 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 disabled individual or other willing payer. Where it is reasonable to do so, the provider may require the disabled individual to return the premises to the condition that existed before the modification, upon discharge of that individual. The provider is not required to make the modification at his/her own expense, if it imposes a financial burden.

**5.26.2** Make reasonable accommodation in regulations, policies, practices or services, including permitting reasonable supplementary services to be brought into the facility/program. The provider is not required to make the accommodation, if it imposes an undue financial burden or results in a fundamental change in the program.

**5.27 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 Title 22 M.R.S.A. §7948 *et seq.*

**5.28 Right to appeal an involuntary transfer or discharge.** The resident has the right to an expedited administrative hearing to appeal an involuntary transfer or discharge. 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. To file an appeal regarding an involuntary transfer or discharge, the resident must submit the appeal within five (5) calendar days of receipt of a written notice. If the resident has already been discharged on an emergency basis, the provider shall hold a space available for the resident pending receipt of an administrative decision. Requests for appeals shall be submitted to the Assistant Director, Division of Licensing and Certification, Community Services Programs for submission to the Office of Administrative Hearings, 11 State House Station, Augusta, Maine 04333-0011. The provider is responsible for defending its decision to transfer or discharge the resident at the administrative hearing.

**5.29 Resident adjudicated incompetent.** In the case of a resident adjudicated incompetent, the rights of the resident are exercised by the resident's legal representative, as defined in Section 2.29 of these Regulations.

### **5.30 Resident councils**

**5.30.1** Residents of assisted living programs, residential care facilities and private non-medical institutions have the right to establish a resident council, pursuant to Title 22 M.R.S.A. §7923. Residents and their families shall be notified of this right, orally and in writing, within the first month after admission, 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.

**5.30.2** If a majority of the residents choose not to establish a council, they shall be given the opportunity to choose otherwise at least once each year thereafter.

**5.30.3** The council has the following rights:

**5.30.3.1** 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;

**5.30.3.2** To establish procedures that will ensure that all residents are informed about and understand their rights;

**5.30.3.3** To elicit and disseminate information regarding programming in the facility and to make recommendations for improvement;

**5.30.3.4** To help identify residents' problems and recommend ways to ensure early resolution;

**5.30.3.5** To inform the administrator of the opinions and concerns of the residents;

**5.30.3.6** To find ways of involving the families and residents of the facility;

**5.30.3.7** To notify the Department and Long Term Care Ombudsman Program when the council is constituted; and

**5.30.3.8** 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.

**5.31 Right to a service plan.** The provider shall assist residents to implement any reasonable plan of service developed with community or state agencies.

## APPENDIX C

### GRIEVANCE PROCEDURE POLICY

*Grievances are not limited to those presented in a written formal process but also include verbalized complaints to staff, family and friends, and volunteers. Analyzing resident, family, and group interviews will assist in determining if the facility grievance process is functioning properly.*

1. A Grievance/Complaint Log is maintained in the Social Services Office. Concern/Complaint Forms are located in the nurses office/Med Room. A staff member can assist in obtaining and completing this form if you require help.
2. This form is given to the Social Services Department who will follow up on the complaint. The Social Worker, or designee, will then meet with those individuals involved. The information is compiled, and action taken is noted. This information is shared with the department head to review, it is then returned to the social worker. The social worker will review all materials collected to ensure proper procedures were followed and the issue resolved.
3. When all the information has been reviewed and addressed, the Administrator will evaluate and sign.
4. If your complaint is directed toward a social worker, address this with the Residential Care Director.
5. A written reply will be given to you within 30 days.
6. If you are dissatisfied with the outcome of the issue presented, address the Administrator. Our Social Worker or other staff members can arrange an appointment for you.
7. If you feel your rights have been violated, you can call the following agencies for assistance:

|   |              |
|---|--------------|
| Adult Protective Services               | 800-624-8404 |
| Disability Rights Maine                 | 800-452-1948 |
| Division of Licensing and Certification | 800-383-2441 |
| Legal Services for the Elderly          | 800-750-5353 |
| Long Term Ombudsman Program             | 800-499-0229 |
| Office of Aging & Disability Services   | 800-262-2232 |



## [APPENDIX D: Not Applicable]

### APPENDIX E

#### CUSTOMIZED ADDENDUM

##### **I. Resident Trust Fund**

The Facility provides, at no charge, an on-site banking service for the residents called the Resident Trust Fund (RTF). This interest-bearing account is entirely separate from facility funds. Residents who participate receive a proportionate amount of interest monthly. The RTF is insured by a surety bond.

Deposits or withdrawals can be made during business hours through the Business Office. A resident may withdraw up to \$50.00 in cash, for larger amounts a check may be issued.

The Resident Trust Fund is especially useful for handling beautician charges, spending money for shopping trips or the vending machines, and to avoid leaving cash in the resident's room. Pinnacle will not be held liable for any missing, lost, or stolen money. We require a minimum \$5.00 balance at all times to reduce the risk of negative balances.

The Business Office will refund the resident trust fund balance within 30 days of discharge.

##### **II. Things that are not covered by the Facility:**

1. Therapy and medical supplies and equipment are billed separately as appropriate. Other coverage sources such as insurance may apply.
2. Satellite Television \$20.00/month pro-rated
3. Licensed Beautician/ Barber

|                      |         |
|----------------------|---------|
| Men's Haircut        | \$ 6.00 |
| Women's cut          | \$ 7.00 |
| Shampoo and set      | \$ 8.00 |
| Shampoo, set and cut | \$12.00 |
| Permanent            | \$30.00 |

##### **III. Private Room Options**

We offer residents the choice of having a private room. Depending upon room location and size, the additional charge would be as low as 16% above current charges. If having a private room is something you and/or your loved one would be interested in hearing more about, please contact Social Services.

|                  |              |
|------------------|--------------|
| Efficiency Rooms | \$205.00/day |
| Regular Rooms    | \$225.00/day |
| Executive Rooms  | \$245.00/day |

##### **IV. Transportation**

We will provide transportation to medical appointments within an 80 mile (roundtrip) radius. If your

appointments are outside this limit and you would like them closer, we will make every effort to find a replacement provider nearer to the facility. If you wish to maintain your current provider, and travel outside this area, you will be responsible for arranging transportation to and from your appointments.

## **V. Limitations on Liability**

The Facility is obligated to take reasonable precautions to provide the Resident and the Resident's personal belongings with security, including providing a reasonable amount of space for the Resident's belongings. The Facility, however, is not responsible for any loss or damage to the Resident's personal belongings, including eyeglasses, dentures, and hearing aids unless that loss or damage is caused by the negligent or willful action of the Facility staff.

## **VI. Privacy**

The resident has a right to personal privacy and confidentiality of his/her personal and clinical records. Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meeting of family and resident groups, but this does not require the facility to provide a private room.

Video and audio recording equipment or devices may be used in facility common areas (halls, dining areas, outside, etc.) without further announcement. Pinnacle Health & Rehab is not permitted to place electronic recording equipment in resident personal care areas (resident rooms, bathrooms, shower/tub rooms, etc).

## **VII. End of Life**

The death of a loved one can be a very traumatic experience. What makes this time even more difficult is making last minute plans for funeral services and burial. It has been our experience that advance planning can make this time a lot easier, especially for those left with the stress of decision making.

If arrangements have not been made, we strongly encourage your help with this matter. Please provide a copy for our records. In absence of advance direction, Pinnacle Health & Rehab reserves the right to contact a local funeral home of our choice to assist with this service.

## **VIII. Smoking**

Pinnacle Health & Rehab is a smoke-free facility for new residents. Any resident residing at Pinnacle Health & Rehab, formerly known as Victorian Villa, prior to April 1, 2015 who smokes and has a current Resident Smoking Contract and Safety Assessment, is "grandfathered" and allowed to continue to smoke in the designated outside area. Any resident wishing to have assistance with smoking cessation should alert staff so this can be addressed with their primary care physician.

## **IX. Activities**

Our Activities Department schedules community outings throughout the year without prior notification to families or responsible parties. If you or your responsible party do not wish for you to be included on the scheduled outings, please notify the Activities Director or the Social Services Director in writing.

## **X. Personal Possessions**

Staff will complete a Significant Value Inventory form at time of admission. Family members need to

notify staff of any items brought in or removed later on as those items may need to be added to or removed from this list.

The resident may retain and use personal clothing and possessions as space permits. All clothing must be marked with the resident's name or initials. The resident is encouraged to leave all items of significant value with family members. At discharge, we will inform the first to notify of any remaining personnel effects. Items not claimed within 30 days will be disposed of at the discretion of the Administrator.

## **XI. Acknowledgments**

**I do / do not** want to open a Resident Trust account and authorize a facility representative to handle my personal funds that are placed in it.

**I do / do not** wish to have my name posted on my door and on the Residential Directory.

**I do / do not** give permission to have my photograph taken for the purpose of identification and during activities to be published in the newspaper, newsletter, website, bulletin boards, or other publications.

**I do / do not** wish for Pinnacle staff to administer all of my recommended medications. State regulation allows a resident/legal representative to assign administration of medications to the facility. If the resident wishes to self-administer, the facility will complete an assessment of his/her ability or need for assistance.

## **RESIDENTIAL CARE HOUSE RULES**

1. Residents may retain and use their personal clothing and possessions as space permits unless to do so would infringe upon the rights of their roommates.
2. If a resident chooses to keep perishable food in their room, the food will be kept in a storage container approved by facility staff. Items needing refrigeration will be kept in a facility refrigerator with the resident's name and date on them.
3. Residents may keep unopened soda and juice in their room. (No empty or open containers).
4. Residents will respect the rights of others, this means they **Will Not** invade another's space, and they **Will Not** touch another's personal belongings.
5. Residents **Will Not** borrow monies, cigarettes, or personal belongings from other residents.
6. Residents will not use any electrical appliances, extension cords, etc. prior to inspection by maintenance.
7. The facility will furnish the room with a bed, dresser, nightstand, and chair, unless you wish to use personal household furniture. If space permits, the resident may be allowed to bring in additional furnishings.
8. The Resident agrees to maintain the bedroom area in a clean, sanitary, and orderly condition.
9. The Resident shall reimburse Facility for repairs to the bedroom and for the repair or replacement of furnishings and fixtures owned by Facility above and beyond ordinary wear and tear. In addition, the Resident shall reimburse for any loss or damage to the real or personal property of Facility or another person caused either intentionally or negligently by the Resident or by persons on the premises with Resident's permission.

## NONDISCRIMINATION POLICY

As a recipient of Federal financial assistance, Pinnacle Group of Hudson Valley LLC d/b/a Pinnacle Health & Rehab does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Pinnacle Group of Hudson Valley LLC d/b/a Pinnacle Health & Rehab directly or through a contractor or any other entity with which Pinnacle Group of Hudson Valley LLC d/b/a Pinnacle Health & Rehab arranges to carry out programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

In case of questions, please contact:

Pinnacle Health & Rehab  
Section 504 Coordinator: Mark Jacobs  
207-597-2510

TDD or State Relay number: 800-457-1220

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