

Chapter 33. Assisted Living Homes

AS 47.33.005. Purpose.

The purpose of this chapter is to

- (1) contribute to the development of a system of care by encouraging the establishment of assisted living homes that provide a homelike environment for elderly persons and persons with a mental or physical disability who need assistance with the activities of daily living;
- (2) promote the establishment of homes that help
 - (A) the elderly to age in place; and
 - (B) adults with a physical or mental disability to become integrated into the community and to reach their highest level of functioning;
- (3) establish standards that will protect residents of assisted living homes, while at the same time promoting an environment that will encourage resident growth and independence, without discouraging the establishment and continued operation of those homes;
- (4) require that a resident of an assisted living home have an assisted living plan that identifies the services that will be used to meet the resident's reasonable wants and needs; and
- (5) provide a resident of an assisted living home, or the resident's representative, with the opportunity to participate to the fullest extent possible in the design and implementation of the resident's assisted living plan and in any decisions involving the resident's care.

AS 47.33.010. Applicability.

- (a) Except as provided in (b) of this section, this chapter applies to assisted living homes, as defined in AS [47.32.900](#).
- (b) Notwithstanding (a) of this section, this chapter does not apply to
 - (1) a correctional facility;
 - (2) a facility for treatment of alcoholism that is regulated under AS [47.37](#);
 - (3) an emergency shelter;
 - (4) a medical facility, including a nursing home, licensed under AS [47.32](#);
 - (5) a program for runaway minors licensed under AS [47.10.310](#); or
 - (6) a maternity home licensed under AS [47.32](#).

AS 47.33.020. Health-Related Services Allowed in Assisted Living Homes.

(a) This chapter does not prohibit the resident of an assisted living home from self-administering the resident's own medications, unless the resident's assisted living plan specifically provides otherwise.

(b) An assisted living home may provide, obtain, or offer to provide or obtain the health-related services described in (c) - (i) of this section. A service under (c) - (i) of this section may only be provided or obtained in addition to, and as a supplemental service to, the long-term provision by the home to the resident of assistance with the activities of daily living or personal assistance.

(c) If self-administration of medications is included in a resident's assisted living plan, the assisted living home may supervise the resident's self-administration of medications, notwithstanding a limitation imposed by AS [08](#) or by a regulation adopted under AS [08](#). The supervision may be performed by any home staff person and may include

(1) reminding a resident to take medication;

(2) opening a medication container or prepackaged medication for a resident;

(3) reading a medication label to a resident;

(4) observing a resident while the resident takes medication;

(5) checking a resident's self-administered dosage against the label of the medication container;

(6) reassuring a resident that the resident is taking the dosage as prescribed; and

(7) directing or guiding, at the request of the resident, the hand of a resident who is administering the resident's own medications.

(d) An assisted living home may provide intermittent nursing services to a resident who does not require 24-hour nursing services and supervision. Intermittent nursing services may be provided only by a nurse licensed under AS [08.68](#) or by a person to whom a nursing task has been delegated under (e) of this section.

(e) A person who is on the staff of an assisted living home and who is not a nurse licensed under AS [08.68](#) may perform a nursing task in that home if

(1) the authority to perform that nursing task is delegated to that person by a nurse licensed under AS [08.68](#); and

(2) that nursing task is specified in regulations adopted by the Board of Nursing as a task that may be delegated.

(f) A resident who needs skilled nursing care may, with the consent of the assisted living home, arrange for that care to be provided in the home by a nurse licensed under AS [08.68](#) if that arrangement does not interfere with the services provided to other residents.

(g) As part of a plan to avoid transfer of a resident from the home for medical reasons, the home may provide, through the services of a nurse who is licensed under AS [08.68](#), 24-hour skilled nursing care to the resident for not more than 45 consecutive days.

(h) If a resident has received 24-hour skilled nursing care for the 45-day limit set by (g) of this section, the resident or the resident's representative may elect to have the resident remain in the home without continuation of 24-hour skilled nursing care if the home agrees to retain the resident after

(1) the home and either the resident or the resident's representative have consulted with the resident's physician;

(2) the home and either the resident or the resident's representative have discussed the consequences and risks involved in the election to remain in the home; and

(3) the portion of the resident's assisted living plan that relates to health-related services has been revised to provide for the resident's health-related needs without the use of 24-hour skilled nursing care, and the revised plan has been reviewed by a registered nurse licensed under AS [08.68](#) or by the resident's attending physician.

(i) A terminally ill resident may remain in the home if (1) the home and either the resident or the resident's representative agree that the resident may remain in the home; and (2) the resident is under the care of a physician who certifies that the needs of the resident are being met in the home. The time limitation of (g) of this section does not apply in the case of a terminally ill resident.

AS 47.33.030. Advance Payments.

(a) An assisted living home may not require a resident or prospective resident of the home or a resident or prospective resident's representative, to make an advance payment to the home except as security for performance of the contract or as advance rent for the immediately following rental period as the rental period is defined in the contract. If a home requires a resident or prospective resident to make an advance payment for security or as advance rent,

(1) the home shall promptly deposit the money in a designated trust account in a financial institution, separate from other money and property of the home;

(2) the home may not represent on a financial statement that the advance payment money is part of the assets of the home;

(3) the advance payment money may be used only for the account of the resident;

(4) the home shall notify the resident or the resident's representative, in writing, of the name and address of the depository in which the advance payment money is being held; and

(5) the home shall provide to the resident or the resident's representative the terms and conditions under which the advance payment money may be withheld by the home.

(b) An assisted living home shall establish a written policy for the refund of unused advance payments in the event of termination of a residential services contract or death of a resident. The policy must provide that a resident is entitled to a prorated refund of the unused portion of an advance payment, less reasonable charges for damages to the home resulting from other than normal use.

AS 47.33.040. Residents' Money.

(a) Except for advance payments under AS [47.33.030](#) , an assisted living home may not require a resident of the home to deposit with the home money that belongs to the resident. The provisions of **(b)** of this section do not apply to money that constitutes an advance payment under AS [47.33.030](#) .

(b) An assisted living home may accept, for safekeeping and management, money that belongs to a resident. The home shall establish a written policy for the management of such money and shall act in a fiduciary capacity with respect to that money, in accordance with regulations adopted by the licensing agency. A home is not required to accept money that belongs to a resident.

AS 47.33.050. Temporary Absence.

(a) An assisted living home may agree to reserve space for a resident of the home who is temporarily absent from the home and plans to return to the home. The absent resident, or the resident's representative, shall notify the home in writing if the resident's plan to return to the home changes.

(b) Until the assisted living home receives written notice that an absent resident does not intend to return to the home, the home may charge the resident an agreed-upon daily rate during the resident's absence from the home.

AS 47.33.060. House Rules.

(a) An assisted living home may establish house rules, subject to the limitations provided for under this chapter.

(b) An assisted living home shall give a copy of the house rules to a prospective resident or the prospective resident's representative before the prospective resident enters into a residential services contract with the home, and shall post the house rules in a conspicuous place in the home.

(c) House rules may address various issues, including

(1) times and frequency of use of the telephone;

(2) hours for viewing and volume for listening to television, radio, and other electronic equipment that could disturb other residents;

(3) visitors;

(4) movement of residents in and out of the home;

(5) use of personal property;

(6) use of tobacco and alcohol; and

(7) physical, verbal, or other abuse of other residents or staff.

(d) An assisted living home may not adopt a house rule that unreasonably restricts a right of a resident provided for under this chapter or under any other provision of law.

AS 47.33.070. Resident Files.

(a) An assisted living home shall maintain, for each resident of the home, a file that includes

(1) the name and birth date, and, if provided by the resident, the social security number of the resident;

(2) the name, address, and telephone number of the resident's closest relative, service coordinator, if any, and representative, if any;

(3) a statement of what actions, if any, the resident's representative is authorized to take on the resident's behalf;

(4) a copy of the resident's assisted living plan;

(5) a copy of the residential services contract between the home and the resident;

(6) a notice, as required under AS [47.33.030](#), regarding the depository in which the resident's advance payment money is being held;

(7) written acknowledgment by the resident or the resident's representative that the resident has received a copy of and has read, or has been read the

(A) resident's rights under AS [47.33.300](#) ;

(B) resident's right to pursue a grievance under AS [47.33.340](#) ;

(C) resident's right to protection from retaliation under AS [47.33.350](#);

(D) provisions of AS [47.32.160](#), regarding immunity; and

(E) home's house rules;

(8) an acknowledgment and agreement relating to home safekeeping and management of the resident's money, as required by AS [47.33.040](#) ;

(9) a copy of the resident's living will, if any, or an advance health care directive made under AS [13.52](#), if any; and

(10) a copy of a power of attorney or other written designation, including an advance health care directive made under AS [13.52](#), of an agent, representative, or surrogate by the resident.

(b) An assisted living home shall retain a resident's file for at least one year after the resident terminates residency at the home.

AS 47.33.080. Closure or Relocation; Change of Mailing Address.

(a) Not later than 90 days before the voluntary closing or relocation of an assisted living home, the home shall provide written notice of the closure or relocation to the licensing agency, each resident of the home, all representatives of residents, and all service coordinators for residents.

(b) Not later than 14 days before a change of an assisted living home's mailing address, the home shall provide written notice of the change to the licensing agency, each resident of the home, all representatives of residents, and all service coordinators for residents.

AS 47.33.090. Rate Increase.

An assisted living home may not increase the rate charged for services provided by the home unless the home notifies each resident or the resident's representative of the increase at least 30 days before the increase is to take effect.

AS 47.33.100. Criminal Background Check For Employees. [Repealed, Sec. 49 Ch 57 SLA 2005].

Repealed or Renumbered

Article 02. RESIDENCY; ASSISTED LIVING PLANS

AS 47.33.200. Commencement of Residency.

A person may not begin to reside in an assisted living home without that person's consent, or, if the person is not competent, the consent of the person's representative.

AS 47.33.210. Residential Services Contracts.

(a) A person may not begin residency in an assisted living home unless a representative of the home and either the person or the person's representative sign a residential services contract that complies with the provisions of this section. Upon signing of the contract, the home shall give the resident and the resident's representative, if any, a copy of the contract and place a copy of the contract in the resident's file.

AS 47.33.220. Assisted Living Plan Required.

An assisted living home shall ensure that an assisted living plan for a resident of the home is developed, and approved by the resident or the resident's representative, within 30 days after the resident was admitted to the home. The assisted living plan must be developed by the resident or the resident's representative with participation from

(1) the resident's service coordinator, if any;

(2) representatives of providers of services to the resident; and

(3) the administrator of the home.

AS 47.33.230. Assisted Living Plan Contents; Distribution.

(a) An assisted living plan for a resident of an assisted living home must

(1) promote the resident's participation in the community and increased independence through training and support, in order to provide the resident with an environment suited to the resident's needs and best interests;

(2) recognize the responsibility and right of the resident or the resident's representative to evaluate and choose, after discussion with all relevant parties, including the home, the risks associated with each option when making decisions pertaining to the resident's abilities, preferences, and service needs; and

(3) recognize the right of the home to evaluate and to either consent or refuse to accept the resident's choice of risks under (2) of this subsection.

(b) An assisted living plan for a resident must identify and describe

(1) the resident's specific strengths and limitations in performing the activities of daily living;

(2) any physical disabilities and impairments, and the aspects of the resident's medical condition, general health, emotional health, mental health, or other conditions or problems that are relevant to the services needed by the resident;

(3) the resident's preference in roommates, living environment, food, recreational activities, religious affiliation, and relationships and visitation with friends, family members, and others;

(4) specific activities of daily living with which the resident needs assistance;

(5) how assistance with the activities of daily living will be provided or arranged for by the home or the resident;

(6) the frequency of the resident's training for independent living, if habilitation is part of the plan;

(7) the resident's need for personal assistance and how those needs will be met by home staff or another service provider from the community;

(8) the resident's need for health-related services and how that need will be met;

(9) the resident's reasonable wants and the services that will be used to meet those wants.

(c) If the assisted living home provides or arranges for the provision of health-related services to a resident, the home shall ensure that a

(1) registered nurse licensed under AS [08.68](#) reviews the portion of an assisted living plan that describes how the resident's need for health-related services will be met; and

(2) physician's statement about the resident is included in the plan.

(d) A resident's assisted living plan must be in writing, in language that can be understood by the resident.

(e) If a person's reasonable wants and needs can be met by a particular assisted living home and a decision is made to enter into a residential services contract between the person and the home, the resident's assisted living plan shall be approved, dated, and signed by the administrator of that home and either the resident or the resident's representative.

(f) The assisted living plan shall be retained by the home in the resident's file. The home shall provide a copy of the plan to the resident and to the resident's representative, if any.

AS 47.33.240. Evaluation of Assisted Living Plan.

(a) An assisted living home resident or the resident's representative, and the home administrator or the administrator's designee, shall evaluate the resident's assisted living plan, determine whether the plan is meeting the resident's reasonable wants and needs, and revise the plan if necessary. At the request of the resident or the resident's representative, the resident's service coordinator, if any, and family members may participate in the evaluation. If the assisted living home provides or arranges for the provision of health-related services to a resident, the resident's evaluation shall be done at three-month intervals. If the assisted living home does not provide or arrange to provide health-related services to a resident, the resident's evaluation shall be done at least at one-year intervals.

(b) The administrator or the administrator's designee shall

(1) document the results of the evaluation in the resident's record;

(2) sign and date any revisions to the resident's assisted living plan;

(3) place a copy of the revisions in the resident's file; and

(4) provide the resident and the resident's representative, if any, with a copy of the revisions.

Article 03. RESIDENT'S RIGHTS

AS 47.33.300. Residents' Rights.

(a) Subject to (c) of this section, a resident of an assisted living home has the right to

(1) live in a safe and sanitary environment;

(2) be treated with consideration and respect for personal dignity, individuality, and the need for privacy, including privacy in

- (A)** a medical examination or health-related consultation;
- (B)** the resident's room or portion of a room;
- (C)** bathing and toileting, except for any assistance in those activities that is specified in the resident's assisted living plan; and
- (D)** the maintenance of personal possessions and the right to keep at least one cabinet or drawer locked;
- (3)** possess and use personal clothing and other personal property, unless the home can demonstrate that the possession or use of certain personal property would be unsafe or an infringement of the rights of other residents;
- (4)** engage in private communications, including
 - (A)** receiving and sending unopened correspondence;
 - (B)** having access to a telephone, or having a private telephone at the resident's own expense; and
 - (C)** visiting with persons of the resident's choice, subject to visiting hours established by the home;
- (5)** close the door of the resident's room at any time, including during visits in the room with guests or other residents;
- (6)** at the resident's own expense unless otherwise provided in the residential services contract, participate in and benefit from community services and activities to achieve the highest possible level of independence, autonomy, and interaction with the community;
- (7)** manage the resident's own money;
- (8)** participate in the development of the resident's assisted living plan;
- (9)** share a room with a spouse if both are residents of the home;
- (10)** have a reasonable opportunity to exercise and to go outdoors at regular and frequent intervals, when weather permits;
- (11)** exercise civil and religious liberties;
- (12)** have access to adequate and appropriate health care and health care providers of the resident's own choosing, consistent with established and recognized standards within the community;
- (13)** self-administer the resident's own medications, unless specifically provided otherwise in the resident's assisted living plan;
- (14)** receive meals that are consistent with religious or health-related restrictions;

(15) receive the prior notice of relocation of the home or the home's intent to terminate the residential services contract of the resident required by AS [47.33.080](#) and [47.33.360](#), respectively;

(16) present to the home grievances and recommendations for change in the policies, procedures, or services of the home;

(17) at the resident's own expense unless otherwise provided in the residential services contract, have access to and participate in advocacy or special interest groups;

(18) at the resident's own expense unless otherwise provided in the residential services contract, intervene or participate in, or refrain from participating in, adjudicatory proceedings held under this chapter, unless provided otherwise by other law; and

(19) reasonable access to home files relating to the resident, subject to the constitutional right of privacy of other residents of the home.

(b) An assisted living home may not establish or apply a policy, procedure, or rule that is inconsistent with or contrary to a right provided by this section or by other law.

(c) The rights set out in (a)(3), (4), (7), (12), and (14) of this section do not create an obligation for an assisted living home to expend money for the specified rights unless otherwise provided in the residential services contract.

AS 47.33.310. Notice of Rights.

(a) At the time a person begins residency in an assisted living home, the home shall provide the resident and the resident's representative, if any, with a copy of the rights set out in AS [47.33.300](#) . The home shall obtain from the resident or the resident's representative a signed and dated acknowledgement stating that the resident has read or been read the rights, understands the rights, and has had any questions about the rights answered by the home.

(b) An assisted living home shall post in a prominent place in the home

(1) a copy of the rights set out in AS [47.33.300](#) ;

(2) the name, address, and phone number of the long term care ombudsman hired under AS [47.62.010](#) and, if relevant to residents, of the advocacy agency for persons with a developmental disability or mental illness;

(3) the telephone number of an information or referral service for vulnerable adults; and

(4) a copy of the grievance procedure established under AS [47.33.340](#) .

AS 47.33.320. Access to Assisted Living Home.

An assisted living home shall allow advocates and the representatives of community legal services programs access to the home at reasonable times to, subject to the resident's consent,

(1) visit with a resident of the home and make personal, social, and legal services available to the resident;

(2) distribute educational and informational materials to advise a resident or resident's representative of applicable rights; and

(3) assist a resident or a resident's representative in asserting legal rights or claims.

AS 47.33.330. Prohibitions.

(a) An assisted living home, including staff of the home, may not

(1) deprive a resident of the home of the rights, benefits, or privileges guaranteed to the resident by law;

(2) enter a resident's room without first obtaining permission, except

(A) during regular, previously announced, fire, sanitation, or other licensing inspections;

(B) when a condition or situation presents an imminent danger;

(C) as required by the resident's assisted living plan to provide services specified in the residential services contract; or

(D) for other vital health or safety reasons;

(3) impose religious beliefs or practices upon a resident or require a resident to attend religious services;

(4) place a resident under physical restraint unless the resident's own actions present an imminent danger to the resident or others;

(5) place a resident under chemical restraint; this paragraph does not prevent a resident from voluntarily taking tranquilizers, or other medication, prescribed by a licensed physician;

(6) compel a resident to perform services for the home, except as contracted for by the resident and the home or as provided for in the resident's assisted living plan; or

(7) restrain, interfere with, coerce, discriminate against, or retaliate against a resident for asserting a right specified by this chapter or by other law.

(b) An assisted living home may not physically restrain a resident unless the home has a written physical restraint procedure that has been approved by the licensing agency. The home shall terminate the physical restraint as soon as the resident no longer presents an imminent danger.

(c) An owner, administrator, employee, or agent of an assisted living home may not act as a representative of a resident.

AS 47.33.340. Resident Grievance Procedure.

(a) An assisted living home shall establish a written grievance procedure for handling complaints of residents of the home. At the time a person begins residency in an assisted living home, the home shall give a copy of the grievance procedure to the resident and the resident's representative, if any.

(b) The grievance procedure established under this section must provide that a resident and the resident's representative have the right to

(1) present both a written and an oral explanation of the resident's grievance;

(2) have an advocate of the resident's choice, and the resident's representative, if any, attend meetings concerning the resident's grievance; and

(3) be notified in writing, within 30 days after the filing of the grievance, of the final decision of the home regarding the grievance.

AS 47.33.350. Retaliation Against Home Resident.

(a) An assisted living home may not take retaliatory action against a resident of that home if the resident or the resident's representative

(1) exercises a right provided by this chapter or by other law;

(2) appears as a witness, or refuses to appear as a witness, in an adjudicatory proceeding regarding the home;

(3) files a civil action alleging a violation of this chapter; or

(4) claims a violation of this chapter before a state or federal agency having jurisdiction over the home or its employees.

(b) Termination of a resident's residential services contract by an assisted living home within 60 days after the resident engages in an activity described in (a) of this section creates a rebuttable presumption that the termination was retaliatory.

(c) At the time, or before, a person begins residency in an assisted living home, the home shall give the resident and the resident's representative, if any, written notice of the protection from retaliation provided under this section.

AS 47.33.360. Involuntary Termination of Contract.

(a) An assisted living home may not terminate a residential services contract with a resident of the home against the resident's will, except

(1) for medical reasons;

(2) for engaging in a documented pattern of conduct that is harmful to the resident, other residents, or staff of the home;

(3) for violation of the terms of the residential services contract, including failure to pay costs incurred under the contract;

(4) when emergency transfer out of the home is ordered by the resident's physician;

(5) when the home is closing; or

(6) when the home can no longer provide or arrange for services in accordance with the resident's needs and the resident's assisted living plan.

(b) At least 30 days before terminating the residential services contract with a resident under (a)(2), (3), (5), or (6) of this section, the assisted living home shall provide written notice of the proposed contract termination to the resident or the resident's representative, and to the resident's service coordinator if any. The notice must state the

(1) basis for the termination; and

(2) resident's right to contest the termination in the manner provided in the contract, which must include an offer by the home to participate in a case conference as described in (c) of this section.

(c) Before terminating the residential services contract with a resident under (a)(2), (3), (5), or (6) of this section, the assisted living home shall participate in a case conference if requested by the resident or the resident's representative. The case conference must include the resident, the resident's representative, if any, the resident's advocate, if any, the resident's service coordinator, if any, the home administrator, and appropriate care providers who may discuss the appropriateness of the contract termination.

(d) If a home terminates the residential services contract with a resident under this section, the home shall cooperate with the resident, the resident's service coordinator, if any, and the resident's representative, if any, in making arrangements to relocate the resident.

AS 47.33.400. - 47.33.410I License Required; Licensing Agency. [Repealed, Sec. 49 Ch 57 SLA 2005].

Repealed or Renumbered

AS 47.33.420. Standard Forms.

The Department of Health and Social Services shall develop standard forms that assisted living homes may use to comply with the requirements of this chapter.

AS 47.33.430. Authority of State Agencies to Impose Additional Requirements. [Repealed, Sec. 49 Ch 57 SLA 2005].

Repealed or Renumbered

AS 47.33.500. - 47.33.570I Complaint; Immunity; Investigation; Notice of Violation; Report of Compliance; Administrative Sanctions; Administrative Procedures; Criminal Penalty. [Repealed, Sec. 49 Ch 57 SLA 2005].

Repealed or Renumbered

Article 05. GENERAL PROVISIONS

AS 47.33.910. , 47.33.920I Fees; Regulations. [Repealed, Sec. 49 Ch 57 SLA 2005].

Repealed or Renumbered

AS 47.33.990. Definitions.

In this chapter,

- (1)** "activities of daily living" means walking, eating, dressing, bathing, toileting, and transfer between a bed and a chair;
- (2)** "administrator" means an person who has general administrative charge and oversight of an assisted living home;
- (3)** "adult" means a person 18 years of age or older who is not a ward of the state under AS [47.10.080](#) (f) or AS [47.12.120](#) (d);
- (4)** "advocate" means a public or private officer, agency, or organization designated by federal or state statute, or a state plan developed under a federal or state statute, to represent the interests of and speak on behalf of a resident of an assisted living home;
- (5)** "aging in place" means choosing to remain in a familiar living environment and manage the risks associated with the physical or mental decline that can occur with increasing age;
- (6)** "assisted living home" means a residential facility to which this chapter applies, as described in AS [47.33.010](#) ;
- (7)** "assisted living plan" means a written description of
 - (A)** a person's functional capabilities;
 - (B)** the person's needs and preferences for assistance with the activities of daily living; and
 - (C)** the services to be provided to meet the person's reasonable wants and needs;
- (8)** [Repealed, Sec. 49 ch 57 SLA 2005].
- (9)** "health-related services" means services described in AS [47.33.020](#)(c) - (i);
- (10)** "home" means an assisted living home;

(11) [Repealed, Sec. 49 ch 57 SLA 2005].

(12) "imminent danger" means a danger that could reasonably be expected to cause death or serious physical harm to the resident's self, to the staff of a home, or to others;

(13) "instrumental activities of daily living" means doing laundry, cleaning of living areas, food preparation, managing money and conducting business affairs, using public transportation, writing letters, obtaining appointments, using the telephone, and engaging in recreational or leisure activities;

(14) [Repealed, Sec. 49 ch 57 SLA 2005].

(15) "personal assistance" means the provision by an assisted living home of one or more of the following personal services to a resident of the home:

(A) assisting a resident in obtaining supportive services as provided for in the resident's assisted living plan;

(B) assisting a resident in obtaining instrumental activities of daily living, as provided for in the resident's assisted living plan;

(C) being aware of a resident's general whereabouts while the resident is traveling independently in the community;

(D) monitoring a resident's activities while on the home premises to provide for the resident's and others' safety and well-being;

(16) "person with a developmental disability" has the meaning given in AS [47.80.900](#) ;

(17) "physician's statement" means a written statement by a person's primary physician that includes a

(A) medical history and physical, not older than six months, of the person;

(B) listing of the person's complete current medicine regimen; and

(C) statement of current therapy regimen necessary to maintain or increase the person's functioning, mobility, or independence;

(18) "resident" means an adult who has signed a residential services contract with and resides in an assisted living home;

(19) "representative" means a guardian, conservator, attorney in fact, or other person designated by a court, or in writing by a legally competent person, to act on behalf of that person;

(20) "service coordinator" means a person who is responsible for

(A) coordinating the services of community agencies that provide services to a resident of an assisted living home;

(B) participating in inter-agency case management for a resident; or

(C) planning for the placement of a person in an assisted living home;

(21) "supportive services" means recreational and leisure activities, transportation, social services, legal services, financial management services, educational and vocational services, medical, dental, and other health care services, habilitation or rehabilitation services, respite services, case management, day care, and other services required to meet a resident's needs;

(22) "terminally ill resident" means an ill resident who has a medical prognosis, certified in writing by the resident's attending physician, that the life expectancy of the resident is no more than six months if the illness runs its normal course.