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FAQ

Defending Evictions from Medicaid-Funded Assisted Living Facilities

A recently implemented federal regulation (effective March 2023) provides eviction protections for assisted living residents whose care in the facility is funded through Medicaid. This question and answer document explains how advocates can use the regulation to protect residents from eviction.

Can Medicaid pay for care in an assisted living facility?

Yes, federal law allows state Medicaid programs to cover assisted living. Unfortunately, however, the availability of Medicaid coverage for assisted living varies from state to state. For example, access to assisted living coverage may be limited by an overall limit on Medicaid-funded residents, a waiting list for enrollment, a lack of Medicaid-certified facilities, or similar difficulties. On the other hand, some state Medicaid programs cover assisted living with few limitations.

How do Medicaid programs pay for care in an assisted living facility?

Federal Medicaid law gives states the option of offering home and community-based services (HCBS) to consumers as an alternative to nursing facility care. HCBS most frequently are provided in someone's home—for example, through a personal care aide who assists with daily activities such as dressing, bathing and cooking. Additionally, HCBS can include services provided by an assisted living facility. The Medicaid program pays for assisted living services while the resident covers room and board costs, along with any Medicaid-authorized deductible for the assisted living services.

Is this Medicaid coverage option limited to assisted living, or can Medicaid also cover care in facilities designed for persons under age 65?

This question-and-answer document focuses on assisted living, but Medicaid HCBS programs also can cover care in facilities designed for persons with disabilities who are younger than age 65—group homes, for example. In general, every reference to "assisted living facility" in this question-and-answer document applies equally to such residential facilities for younger persons with disabilities.

What led the federal government to issue a regulation limiting evictions?

HCBS are meant to provide a less institutional alternative to nursing facility services. The eviction regulation is part of a broader regulatory package that sets standards to protect HCBS settings from becoming overly institutional. For example, the broader package requires that HCBS-funded facilities have lockable doors on living units, and provide residents with a choice of roommate, access to food at any time, and a right to accept visitors.

What types of housing does the Medicaid eviction regulation cover?

The eviction regulation applies when 1) the Medicaid consumer's housing is owned or controlled by the service provider and 2) the service provider receives Medicaid funding through an HCBS Waiver, the HCBS State Plan Option, the Community First Choice program, or (in some cases) certain other Medicaid waivers.[1]

Requirement #1: A Residential Facility

The first requirement simply means that the regulation does not apply when a Medicaid consumer receives HCBS in their own home or apartment, and applies only when the service provider owns or controls the building where the HCBS consumer lives. The "owns or controls" language is a formal way to describe a residential facility like an assisted living facility.

Requirement #2: Medicaid HCBS Funding

The second requirement relates to funding. As mentioned above, the eviction regulation—in fact, the entire regulatory package designed to protect HCBS settings from becoming overly institutional—only applies when HCBS is funded through an HCBS Waiver, the HCBS State Plan Option, or the Community First Choice program.

The good news is that these three funding sources are common ways of funding Medicaid HCBS. The bad news, however, is that it may take a bit of work to identify the program through which assisted living Medicaid coverage is being provided. The best source of information is the "statewide transition plan," which is explained in more detail below. The transition plan will list the residential facility categories (assisted living facilities, for example) subject to the eviction protections in that state.

Note that a state HCBS program might include separate eviction protections even if the HCBS funding is not provided through one of the three specified federal funding sources. For example, HCBS services (including assisted living) sometimes are funded through Medicaid demonstration waivers or managed care waivers; such waivers can grant states broad authority to implement alternate methodologies of providing Medicaid services. Under that authority, states often write eviction protections into the relevant waiver documents.[2]

How does Medicaid law affect assisted living evictions?

The federal regulations include three eviction-related protections.

1. The living unit must be a specific physical place that is rented under a legally enforceable agreement.
2. A facility resident must have at least the same protections from eviction that tenants have under landlord-tenant law in that state, county, and city.
3. If, under state or local law, landlord-tenant eviction protections do not apply to HCBS-

covered residents in the facility, the state must ensure that each of those residents has a written agreement with the facility that provides eviction processes and appeals that are comparable to those provided under state and local landlord-tenant law.

The most impactful of these three protections is the second: facility residents must have eviction protections at least as strong as the protections for persons renting houses or apartments. The third protection implements the second when a state's landlord-tenant protections do not apply to assisted living. In those states, an assisted living resident must be afforded protections comparable to those provided under the landlord-tenant law.

What qualifies as "comparable" protections?

Neither the law nor the federal guidance define this term. To best implement the regulation, "comparable" protections should duplicate as much as possible the processes provided under landlord-tenant law. Otherwise, states and providers would have too much discretion to adopt watered-down processes.

On the other hand, a state potentially could devise protections—for example, administrative hearing processes—that are significantly different than landlord-tenant protections but nonetheless better for residents. In such a situation, advocates might choose to consider such protections "comparable" but, given the risk of backsliding, the burden should be on the state to demonstrate the clear superiority of proposed protections.

What factors might contribute to states and facilities being out of compliance with the federal eviction regulation?

Historically, the federal government has had a relatively hands-off posture towards HCBS quality. Until now, federal Medicaid law has not set any standards for assisted living care. Federal HCBS law has required states to make formal assurances to the federal government that HCBS beneficiaries' health and welfare are adequately safeguarded, but the federal government has done relatively little to look behind those assurances.

Now, however, through the eviction regulation (and the related non-institutional-environment provisions), federal law for the first time has set specific requirements for assisted living facilities that accept Medicaid. But neither the federal nor state governments are accustomed to implementing or enforcing such requirements.

A comparison with nursing facilities is instructive. Federal nursing facility law includes numerous substantive standards.[3] In addition, the law requires that a state enforce the federal requirements by inspecting each federally-certified nursing facility at least annually, on average, and conducting additional, targeted inspections in response to specific complaints. The state has authority to levy money penalties and other remedies for violations of the federal requirements.[4]

The federal HCBS law, on the other hand, contains virtually no provisions related to inspections, complaints or enforcement. In a typical state, the state Medicaid agency has authority to pay assisted living facilities through HCBS funding, but with no specific means of enforcing the eviction regulation (or the related non-institutional-environment provisions). A separate state agency licenses assisted living facilities and, accordingly, has authority to

enforce the state's assisted living regulations. The licensing agency, however, likely sees the HCBS requirements as outside its regulatory ambit, unless the state affirmatively incorporates those requirements into licensing regulations.

How have states implemented the HCBS eviction protections?

Prior to the HCBS regulation becoming effective in March 2023, states were given several years to develop a "statewide transition plan" for implementation. These transition plans contain useful information regarding how a state purports to comply with the HCBS settings rule. These plans are available on state Medicaid program websites, and also are collected on the website of the federal Centers for Medicare & Medicaid Services (CMS).[5] The transition plans include the states' plans for implementing the eviction protections (although the plans generally devote significantly more time and energy to the regulations' other requirements).

In a transition plan, a state explains how HCBS consumers in that state's assisted living facilities purportedly have eviction protections that are at least comparable to protections provided under state and local landlord-tenant law. Each state's transition plan is of course different, but review of the transition plans also reveals similarities between some states.

The following eight categories (discussed in great detail below) broadly describe relevant law and policy in various states:

1. Facility residents are covered by landlord-tenant law, but that law does not require good cause for eviction.
2. Facility residents are covered by landlord-tenant law, with good cause eviction limitations that are not specific to assisted living.
3. Facility residents are covered by landlord-tenant law, and state law includes assisted-living-specific good cause limitations on eviction.
4. Landlord-tenant protections do not apply to assisted living, but facility residents can challenge evictions in an administrative hearing process that includes assisted-living-specific limitations on eviction.
5. Facility residents can challenge evictions in an administrative hearing process, and also are covered by landlord-tenant law.
6. The state directs facilities to use written agreements that provide residents with at least the eviction protections that they would have under landlord-tenant law.
7. The state develops language to be used by facilities in their written agreements with residents.
8. The state provides no clear eviction protections for assisted living residents.

How can an assisted living resident use the HCBS eviction protections in an eviction defense?

This document discusses advocacy strategies based on eight identified approaches that could be taken by states. In all eight of these scenarios, the resident and resident's representative should remember the first rule of eviction defense: DON'T PANIC. When threatened with eviction, too many residents immediately move out. There is no reason to do this and, if a resident moves out in a panic, they almost certainly will have no right to return. Instead of panicking and moving out, a resident instead should stay put and weigh their options.

1. Facility residents are covered by landlord-tenant law, but law does not require good cause for eviction.

This is an unfortunate scenario both for residents and for anyone seeking a rational process. Without good cause protections, landlord-tenant law may offer little protection for assisted living residents.

At an absolute minimum, "covered by landlord-tenant law" likely means that a resident cannot be evicted without written notice and a trial. The right to an eviction trial, however, may not be impactful if a landlord (in this case, an assisted living facility) is not required to show any good cause for eviction. In these situations, a landlord is limited only by the duration of a lease. If the lease has expired, or if the tenancy from the beginning was set on a month-to-month basis, the landlord generally has discretion to terminate the tenancy simply by giving written advance notice.

Advocacy Considerations

Even if a state has no good cause protections, a resident can assert their right to a trial; at a minimum, this protects a resident from any facility's "get out now" efforts. Requesting a trial—which may mean simply refusing to move out—can offer strategic benefit to the resident. An eviction will require time and money from the facility, which may allow the resident to negotiate a suitable resolution. Also, if eviction is based in any way on the resident's health condition or care needs, the facility may be discriminating unlawfully on the basis of disability, potentially creating a defense based on disability or fair housing laws, both state and federal.[6]

As a practical matter, in states with no good cause requirement in their landlord-tenant law, the resident's leverage will depend largely upon the lease or other admission document. Depending on its terms, the lease may give the resident the right to stay for a particular period of time, or limit the facility's eviction rights in some other way.

2. Facility residents are covered by landlord-tenant law, with good cause eviction limitations not specific to assisted living.

Much of the previous discussion applies also to this scenario. A resident should assert their right to trial; again, the delay and cost of trial provides the resident with leverage in negotiating a resolution.

The added factor in this scenario is that state law requires the landlord (here, an assisted living facility) to demonstrate good cause for eviction. Nonpayment certainly will be one of the reasons specified in state law for eviction, and the concept of nonpayment is obviously relevant in assisted living. Violating lease terms is another common eviction justification that could apply in an assisted living setting.

It is likely, however, that none of the other specified reasons will be a good fit for assisted living. "Nuisance" in an apartment rental, for example, may mean grossly excessive noise, or a unit strewn with dangerous chemicals. The concept does not transfer well to assisted living, in large part because the facility has a responsibility to care for the resident. And incidents that staff may describe as a "nuisance" in an assisted living facility — for example, a resident with dementia who disrupts a group activity —do not come close to meeting the eviction-related standards for nuisance.

Perhaps surprisingly, this scenario may be advantageous to an assisted living resident fighting eviction, as long as the resident's bill is paid in full. Under a good cause framework, a facility can evict a resident only for the specified reasons and, other than nonpayment, none of the other reasons may apply in an assisted living context.

Assume, for example, that a facility alleges that it cannot meet a resident's needs; in response, the resident argues that the facility is obligated by state assisted living law to provide the service the resident needs. In this situation, the facility may have little recourse under the state's eviction procedures, since "facility cannot meet resident's needs" is

not justification for eviction under the state's eviction laws.

Advocacy Considerations

A resident often may establish a strong position by simply refusing to move out, on the grounds that the bill is paid and none of the other good cause reasons apply. The exact approach, of course, depends upon the resident's best interests. In a scenario like this, a facility's lawyers might try to advance some creative arguments—details of course would vary from state to state—that landlord-tenant law's good cause protections should not apply to assisted living.

3. Facility residents are covered by landlord-tenant law, and state law includes assisted-living-specific good cause limitations on eviction.

This scenario is a modification of scenario #2. Again, residents are covered by landlord-tenant protections and, again, good cause restrictions apply. In this case, however, the good cause restrictions are assisted-living-specific—usually created through state assisted living regulations. Notably, these "good cause" protections have the advantage of being more relevant to the types of disputes that arise in assisted living. Rather than focusing on nuisance and other landlord-tenant concepts, protections are more likely to concern (for example) the facility's ability to provide sufficient care, or the possibility that the resident might endanger others' safety.

Advocacy Considerations

As always, a resident should stay put if they want to stay in the facility and also believe that they are in the right. Note, however, that a landlord-tenant court may be an awkward venue in which to address assisted living eviction issues (except for nonpayment). The average landlord-tenant judge will be well familiar with rental agreements, security deposits, nuisance, subtenants, and similar concepts, but likely will know next to nothing about assisted living. Also, the landlord-tenant processes may be ill-suited to addressing assisted living issues such as a facility's obligation and ability to meet a resident's care needs.

That being said, the venue's awkward fit for assisted living issues should not dissuade a resident from contesting an eviction. The facility has the burden of obtaining an eviction order, so difficulties in obtaining an order may burden the facility more than the resident.

California: Following Unlawful Detainer Procedures

In California, evictions from assisted living facilities must follow the same unlawful detainer procedures that apply to tenants generally, including a right to a trial in state court. Facilities also must comply with state assisted living regulations that allow evictions only under one of five specified conditions.[7]

4. Landlord-tenant protections do not apply to assisted living, but facility residents can challenge evictions in administrative hearing process that includes assisted-living-specific limitations on eviction.

This scenario also offers advantages to residents. As is the case in scenario #3, eviction is allowed only for "good cause" reasons specific to assisted living. This scenario, however, offers the additional benefit of an administrative procedure designed (at least in part) to adjudicate assisted living issues. Overall—and particularly in comparison to some of the other scenarios—this scenario will feel relatively normal to any attorney or other advocate, since both the process and the good cause protections are designed for assisted living.

In this scenario, states may technically be out of compliance with the federal regulation: residents are not protected by landlord-tenant law, nor protected by a written agreement that creates comparable

protections. Advocates may or may not consider this an issue worth raising with the state, given that residents can assert "good cause" arguments in an administrative process.

Advocacy Considerations

As is true throughout these scenarios, a resident should not hesitate to stay put and assert a right to a formal decision. That advice is doubly true in this scenario, which provides the advantage of an administrative process designed for assisted living eviction determinations.

On the plus side from a resident's perspective, appearing in an administrative hearing is less expensive and complicated than appearing in landlord-tenant court, and an administrative judge will be relatively more familiar than a landlord-tenant judge with assisted living issues. On the other hand, appearing in an administrative hearing is also easier for a facility and its attorney, which may make the facility more likely to push an eviction to its conclusion, rather than letting it drop.

Delaware: Administrative Appeal Procedures

Delaware law for long-term care facilities (including assisted living facilities) limits evictions to certain "good cause" situations, and authorizes resident appeals to a state administrative process.[8]

5. Facility residents can challenge evictions in administrative hearing process, and also are covered by landlord-tenant law.

This scenario offers a slight variation on scenario #4: the resident has access to an administrative hearing process and also has the right under state law to challenge an eviction in landlord-tenant court. This scenario most likely arises through a combination of two events. First, the state law broadly describes the settings subject to landlord-tenant law—for example, by applying the law to every "living unit" (or a similar term). Later, the state establishes specific assisted living protections, including the right to appeal an eviction through an administrative process.

Advocacy Considerations

Depending on state law, a resident may have at least a theoretical right to choose between a court trial and an administrative hearing, or to claim a right to defend themselves in both an administrative hearing and a court trial, sequentially. As a practical matter, however, the administrative hearing process likely will be seen as the appropriate venue, given that it was designed specifically for assisted living situations.

Again, the resident should not hesitate to request an appeal. As discussed above, an administrative process may be relatively more affordable and accessible than a court trial.

6. State directs facilities to use written agreements that provide residents with at least the eviction protections they would have under landlord-tenant law.

Scenarios #6 and #7 present somewhat greater uncertainty. In the previous five scenarios, eviction protections are set by state law. In scenarios #6 and #7, however, a resident must rely on eviction protections set by written agreements. Unfortunately, those agreements in the real world may fall short.

For some states, the path of least resistance in implementation has been to adopt policies that, with little additional detail, require facilities to comply with the federal eviction regulation. With minimal guidance or evident interest from the states, facilities sometimes will give the recent federal requirements short shrift. A facility's agreement might incorporate landlord-tenant protections or provide protections comparable to landlord-tenant protections.
On the other hand, the facility's agreement

might provide inadequate protections—or no protections whatsoever.

If the facility's written agreement incorporates landlord-tenant eviction protections

Consider first the most straightforward possibility: that the written agreement in good faith incorporates landlord-tenant eviction protections. In that case, advocacy generally can be guided by the discussions in scenarios #1, #2 or #3, depending on the level of protection provided by state landlord-tenant law. Recognize, however, that a contested case will likely result in some disagreements about how the written agreement should be applied.

Also, even without disagreements between the parties, a written agreement may not be sufficient to apply landlord-tenant procedures in their entirety to assisted living. As one example, a landlord-tenant court potentially could limit its cases to "tenants" as defined by state law, regardless of any written agreements between assisted living facilities and residents. In such a case, parties must improvise to create a process comparable to landlord-tenant law.

If the facility's written agreement creates protections comparable to landlord-tenant protections

Advocacy advice here is necessarily contingent, given the many possible flavors of "comparable" protections. Scenarios #1, #2 and #3 again may be relevant, as they explain the varying degrees of comparable protection that might be available under state or local landlord-tenant law, and that could be replicated to a certain extent in a written agreement. In this situation as in others, a resident should initiate their defense by communicating their intention to remain in the facility, along with their reasoning as to why the facility does not have grounds for eviction. Again, the parties may need to negotiate and improvise in order to create a process that is truly comparable and fair.

If the facility has no written agreement, or uses inadequate agreement

Unfortunately, many facilities will not comply adequately with the "written agreement" requirement. An attorney should prepare for aggressive advocacy if the resident does not have a written agreement incorporating or creating landlord-tenant protections, or if the agreement either omits certain protections or deviates from landlord-tenant protections in a substantial way.

When a facility has fallen short, the resident should argue that the facility must be held to "comparable" protections even without a sufficient written agreement; otherwise a facility could benefit from its own noncompliance. The legal argument could be framed under the estoppel doctrine, with the facility being estopped from evading landlord-tenant protections. Alternatively, the resident might be able to assert a claim as a third-party beneficiary to a contract between the facility and the state, to the extent that the underlying contract obligates the facility to follow the federal eviction prevention regulation. Other legal formulations also may be effective.

Advocacy Considerations

Without adequate contractual protections, a resident faces significant uncertainty. This uncertainty only accentuates the importance of the resident refusing to move out (as appropriate for the resident). The legal uncertainty may lead the facility to proceed with caution, particularly if the resident has legal representation.

The resident's attorney should explain why the resident is entitled to "comparable" protections and, as necessary, be prepared to seek an injunction if the facility threatens to forcibly evict the resident. During any eviction adjudication, the attorney also should be prepared to take appropriate action to ensure that procedures are "comparable" to those provided under landlord/tenant law.

Under an "ounce of prevention is worth a pound of cure" philosophy, attorneys and other advocates also should take action whenever they encounter an assisted living admission agreement that does not establish "comparable" protections. The first step is bringing the problem to the facility's attention. Subsequent steps could include a grievance filed with the state agency or (and this

would be a significantly heavier lift) an injunctive relief action against the facility under state consumer protection law.

Such facility-specific advocacy also should consider the possibility that the state bears ultimate responsibility for provider noncompliance; facilities' poor performance may be a result of the state's cursory implementation of the eviction requirement. Rather than merely repeating the federal regulation in state manuals, for example, a state should give clear direction through regulations, guidance, and technical assistance. Deficiencies in a state's policy or monitoring can be brought to the attention of the CMS Division of Long-Term Services and Supports at HCBS@cms.hhs.gov.

Oklahoma: 30-Day Notice of Eviction

Oklahoma assisted living regulations authorize a facility to terminate a resident's stay with a 30-day written notice. The waiver regulations have added the requirement that a waiver participant in a facility "have the same responsibilities and protections from eviction as all tenants under the landlord-tenant law of the state, county, city, or other designated entity."[9]

7. State develops language to be used by facilities in their written agreements with residents.

If the state and facility have complied with the law, analysis here closely follows the analysis for scenario #6. The resident and attorney can apply landlord-tenant defense strategies, negotiate and improvise to obtain comparability and, in some cases, litigate when written agreements fall short.

Scenario #7 presents an additional complicating factor: the possibility that state-developed language may be noncompliant or insufficient. Challenging this language during an eviction dispute is likely to be difficult, as the state a) will not be a party to the dispute and b) can credibly claim that the language has been CMS-approved, explicitly or implicitly, during the transition process. That being said, residents and their advocates should not be dissuaded from demanding improved written agreements. If state officials fail to respond adequately, advocates might go over the state's head to CMS or seek a court order (possibly through a mandamus action) based on the state's failure to comply with a federal requirement.

Advocacy Considerations

The resident and advocate should start with one clear principle: the resident is entitled to protections comparable to landlord-tenant law. The first step, as discussed extensively above, is to NOT move out. Then, as discussed in scenario #6, the attorney can use arguments based on estoppel, contract law or, some other source to seek protections comparable to landlord-tenant law. Since the state will not be a party to any eviction action, advocacy to change a state-developed written agreement likely must occur outside of an individual eviction.

8. State provides no clear eviction protections for assisted living residents.

In some states, eviction protections may appear inadequate or, at best, uncertain. From an advocacy perspective, this situation is comparable to the "inadequate written agreement" scenarios discussed immediately above. Again, the resident should not move out. The attorney should invoke the appropriate legal theories to compel the facility to follow "comparable" processes. And, in order to make systemic change, attorneys and other advocates should conduct state and federal administrative advocacy and (as necessary and appropriate) pursue litigation to force the state into compliance.

Advocacy Considerations

The eviction-related discussion in the state's transition plan may not be accurate or comprehensive, so the attorney or other advocate should be prepared to dig into the state's assisted living and landlord-tenant law. That being said, the attorney or advocate also should recognize that a CMS-approved transition plan is a significant impediment to an argument that the state is out of compliance with federal law.

Nevada: "Appeal" to Facility Administrator

Nevada's transition plan states that its landlord-tenant law "[a]pplies to all residential settings," but actually that law does not cover any facility providing a "medical" or "geriatric" service. A recently-enacted state law purports to implement the federal eviction requirement: it includes good cause requirements specific to assisted living facilities, but the sections providing appeal processes were deleted during the legislative process. As a result, the only "appeal" opportunity under current law appears to be a preexisting right to discuss a proposed eviction with the facility administrator.[10]

Are attorneys and other advocates essential in protecting assisted living residents against improper evictions?

Yes—and, indeed, this is a rhetorical question. The federal eviction protections are potentially powerful, but facility compliance is far from certain, given the often unsettled juxtaposition of federal and state laws, and federal and state agencies.

To put it more bluntly, many assisted living residents remain at risk of being evicted at a facility's discretion, with little to no notice, and/or with minimal or ineffectual appeal rights. Residents may feel as if they have no option but to capitulate and move out. For all these reasons, attorneys and other advocates should be prepared to jump into these disputes with both feet, signaling to the resident, the facility, and the state that the resident's rights must be taken seriously.

As discussed above, advocacy may take many different paths, potentially involving eviction trials, administrative hearings, separate state court litigation, complaints filed with state and federal governments, and systemic advocacy at both the state and federal levels. Attorneys and other advocates should feel free to contact Justice in Aging at info@justiceinaging.org to report issues and discuss advocacy strategies.

Endnotes

1 42 C.F.R. §§ 441.301(c)(4)(vi)(A) (funding through HCBS Waiver), 441.530(a)(1)(vi)(A) (Community First Choice program), and 441.710(a)(1)(vi)(A) (HCBS State Plan Option).

2 *See* 42 U.S.C. §§ 1315(a) (demonstration waivers can waive Medicaid provisions in 42 U.S.C. § 1396a), 1396n(b) (managed care waivers allowing Medicaid program to limit beneficiary's choice of provider).

3 *See* 42 C.F.R. §§ 483.1- 483.95.

4 *See* 42 C.F.R. §§ 488.305- 488.335, 488.404- 488.456

5 The transition plans are available on a Statewide Transition Plans website within Medicaid.gov.

6 *See* Americans with Disabilities Act of 1990, As Amended, 42 U.S.C. § Sec. 12101 - 12213; Fair Housing Act, 42 U.S.C. §§ 3601 - 3619.

7 Assisted living facilities in California are called Residential Care Facilities for the Elderly. See Cal. Health & Safety Code § 1569.683(a)(4) (applicability of landlord-tenant eviction processes); Cal. Code Regs., tit. 22, § 87224(a) (good cause). California's transition plan only partially identifies the relevant law. See Cal. Dep't of Health Care Services, Statewide Transition Plan for Compliance with Home and Community-Based Settings Rules, at 201-202 (Feb. 2023).

8 16 Del. Code §§ 1102(4)(b)(2) (assisted living facility as type of long-term facility), 1127(a), (e)(4), (f) (eviction protections through administrative hearings).

9 Okla. Admin. Code §§ 310:663-29-1 (licensing standards), 317:30-5-763(18)(D)(i)(II) (waiver).

10 Nevada Transition Plan, System Remediation Grid for Residential Home Settings, at 81-82; Nev. Rev. Stat. § 118A.180(2)(c) (excluding residences providing medical or geriatric services); Nev. S.B. 298 (signed into law 5/31/23; now-deleted appeal processes were initially included in sections 13 and 14).