

RENDERED: SEPTEMBER 6, 2019; 10:00 A.M.  
NOT TO BE PUBLISHED

**Commonwealth of Kentucky**  
**Court of Appeals**

NO. 2018-CA-000885-MR

REGINA MCQUILLAN, AS  
ATTORNEY-IN-FACT AND  
NEXT FRIEND OF MARY  
E. SCHNEIDER

APPELLANT

v. APPEAL FROM FRANKLIN CIRCUIT COURT  
HONORABLE PHILLIP J. SHEPHERD, JUDGE  
ACTION NO. 18-CI-00097

COMMONWEALTH OF  
KENTUCKY, CABINET FOR  
HEALTH AND FAMILY  
SERVICES; AND LP LOUISVILLE  
HERR LANE, LLC, D/B/A  
SIGNATURE HEALTHCARE AT  
JEFFERSON PLACE REHAB &  
WELLNESS CENTER

APPELLEES

OPINION  
AFFIRMING

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BEFORE: COMBS, GOODWINE, AND TAYLOR, JUDGES.

TAYLOR, JUDGE: Regina McQuillan, as attorney-in-fact and next friend of Mary E. Schneider, (McQuillan) brings this appeal from a May 9, 2018, Opinion and Order of the Franklin Circuit Court affirming the final order of the Commonwealth of Kentucky, Cabinet for Health and Family Services, (Cabinet) and dismissing McQuillan’s petition. We affirm.

The underlying facts of this appeal have been succinctly set forth by the Cabinet as follows:

1. Mary Schneider is a 77-year-old resident of Signature Healthcare of Jefferson Place, a long-term care facility located in Louisville, Kentucky. Ms. Schneider is congenitally deaf and has Parkinson’s disease, rheumatoid arthritis, depression, hypertension, and macular degeneration. Ms. Schneider communicates via American Sign Language. Her understanding of English is very limited. Ms. Schneider’s daughter, Regina [McQuillan], is Ms. Schneider’s Power of Attorney (“POA”). (Testimony of Barbara Martin; Testimony of Julie Powell; Facility Exhibit 11; Joint Exhibit 1.)
2. Ms. Schneider was admitted to the Facility on November 8, 2015. Upon admission, Ms. [McQuillan] signed a Resident Admission Agreement on Ms. Schneider’s behalf. Ms. [McQuillan] also signed a Responsible Party Agreement, acknowledging that she has access to and is authorized to handle Ms. Schneider’s finances and assets and that in the event Ms. Schneider does not have sufficient monthly income to pay for the cost of care, Ms. [McQuillan] will file all applications necessary to qualify Ms. Schneider for third party payor programs. (Testimony of Regina [McQuillan]; Facility Exhibit 10.)

3. Since the beginning of Ms. Schneider's stay at the Facility, she has been in private pay status. The Facility sends invoices to Ms. [McQuillan] for Ms. Schneider's stay on a monthly basis. The Facility invoices its residents one month in advance of the service month on the invoice. (Testimony of Regina [McQuillan]; Testimony of Jeremy Bischoff.)

4. As of early June 2017, no payments had been made on Ms. Schneider's account for the service months of January through May 2017. Due to the account delinquency, Facility administrator Jeremy Bischoff took over Ms. Schneider's account from the Facility bookkeeper. Mr. Bischoff contacted Ms. [McQuillan] by phone to discuss the account being past due. On June 7, 2017, Ms. [McQuillan] submitted payment to the Facility for the months of January through May 7, 2017. (Facility Exhibit 1; Facility Exhibit 3; Facility Exhibit 4; Testimony of Jeremy Bischoff.)

5. Payments on Ms. Schneider's account for the service months of June, July, August and September 2017 were not paid timely. In late September 2017, Mr. Bischoff contacted Ms. [McQuillan] by phone to discuss the account being past due. On September 29, 2017, Ms. [McQuillan] submitted payment to the Facility for the months of June and July 2017. (Facility Exhibit I; Facility Exhibit 3; Facility Exhibit 8; Testimony of Jeremy Bischoff.)

6. As of November 2017, no payments had been made on Ms. Schneider's account for the months of August, September, October, and November 2017. Due to the delinquency, Mr. Bischoff sent a letter to Ms. [McQuillan] dated November 10, 2017. The letter demanded payment by November 15, 2017, and enclosed an itemized statement for the period of June 2017 through December 2017. The statement reflected a balance of \$46,381.00. The letter was sent to Ms. [McQuillan] by certified mail to her residence of 8502

Carmil Drive, Louisville, Kentucky[,] 40291[,] and was postmarked November 10, 2017. Mr. Bischoff called Ms. [McQuillan] and informed her that a letter was being sent to her by certified mail. The letter was returned to the Facility with a notation of “Attempted – Not Known.” The returned envelope also contained a written notation of “11/13.” (Facility Exhibit 1; Facility Exhibit 3; Facility Exhibit 6; Facility Exhibit 12; Testimony of Jeremy Bischoff.)

7. Mr. Bischoff also hand-delivered a copy of the November 10, 2017, letter to Ms. Schneider. He discussed the matter with Ms. Schneider by writing on a dry[-]erase whiteboard. No one fluent in American Sign Language was present at the meeting. (Testimony of Jeremy Bischoff.)

8. Prior to the issuance of the November 10, 2017, demand letter, Ms. [McQuillan] had received monthly invoices from the Facility indicating the amount owed. (Testimony of Regina [McQuillan].)

9. On November 16, 2017, Mr. Bischoff met with Ms. [McQuillan] and Julie Powell, another of Ms. Schneider’s daughters. At the meeting, the account delinquency was discussed. Ms. [McQuillan] indicated that she was not aware of the details of Ms. Schneider’s finances but that it was possible that her funds may be exhausted. (Testimony of Jeremy Bischoff; Testimony of Regina [McQuillan]; Testimony of Julie Powell.)

10. Following the November 10, 2017, demand letter and the meeting with Ms. [McQuillan], no payments were made on Ms. Schneider’s account. Mr. Bischoff contacted Mary Kay Flege, the state Long-Term Care Ombudsman assigned to oversee Signature Healthcare of Jefferson Place, to inform her of the non-payment issue concerning Ms. Schneider. Ms. Flege suggested that Mr. Bischoff contact Adult Protective Services (“APS”) due to concerns that Ms. Schneider’s Power of Attorney was

unaware of Ms. Schneider's financial situation. Mr. Bischoff contacted APS, who investigated the matter. A representative of APS met with Ms. Schneider, made attempts to visit Ms. [McQuillan]'s home, and collected information from the Facility about what types of support Ms. Schneider would need in Ms. [McQuillan]'s home. (Testimony of Jeremy Bischoff; Testimony of Mary Kay Flege; Facility Exhibit 3; Facility Exhibit 9.)

11. On November 20, 2017, the Facility issued a discharge notice for the failure to pay for, or to have paid under Medicare or Medicaid, Ms. Schneider's stay at the facility. The notice stated that the discharge would occur on December 26, 2017, and that Mary Schneider would be discharged to the home of Regina [McQuillan]. The discharge notice was sent to Ms. [McQuillan] by certified mail to her residence of 8502 Carmil Drive, Louisville, Kentucky[,] 40291[,] and was postmarked November 21, 2017. The letter was returned to the Facility with a notation of "Unclaimed." The returned envelope also contained a written notation of "11-22, NL." (Testimony of Jeremy Bischoff; Facility Exhibit 7; Facility Exhibit 12.)

12. Mr. Bischoff also hand-delivered a copy of the November 20, 2017, letter to Ms. Schneider. He discussed the matter with Ms. Schneider by writing on a dry[-]erase whiteboard. No one fluent in American Sign Language was present at the meeting. (Testimony of Jeremy Bischoff; Facility Exhibit 7.)

Cabinet's final order at 3-6.

Thereupon, a timely appeal of Signature Healthcare's involuntary discharge of Schneider was taken to the Cabinet.<sup>1</sup> The Cabinet entered an

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<sup>1</sup> This appeal was signed by Mary E. Schneider on November 21, 2017, and filed with the Commonwealth of Kentucky, Cabinet for Health and Family Services on December 4, 2017,

injunction staying the discharge pending its final order. An administrative hearing was conducted; at the hearing, it was argued that Signature Healthcare failed to give Schneider legally sufficient notice of discharge from its facility. By final order entered January 22, 2018, the Cabinet “affirmed” the discharge and “lifted” the injunction. As to the legal sufficiency of the discharge notice, the Cabinet specifically concluded:

The Appellant argued at the hearing that the discharge notice was not properly issued because Mr. Bischoff delivered a copy of the notice to Ms. Schneider and when he communicated with her, he used a dry[-] erase board instead of using an American Sign Language interpreter. Again, under 900 [Kentucky Administrative Regulations (KAR)] 2:050, which defines resident as a resident of a facility or any legal representative or individual acting on behalf of the resident, the Facility is permitted to provide the discharge notice to the Appellant’s POA and the person who signed the admission agreement with the Facility as Responsible Party – Regina [McQuillan]. The notice was issued to Ms. [McQuillan] at her correct address by certified mail. The mail was returned to the Facility as unclaimed, with a notation on the envelope of “11-22, NL.” It is likely that the notation referred to the date on which the Postal Service left notice at Ms. [McQuillan]’s home that it was attempting to deliver certified mail. Notice of the discharge to Ms. [McQuillan] on behalf of Ms. Schneider was sufficient.

Cabinet’s final order at 11.

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through the assistance of the Long-Term Care Ombudsman assigned to LP Louisville Herr Lane, LLC, d/b/a Signature Healthcare at Jefferson Place Rehab & Wellness Center (Signature Healthcare).

On January 31, 2018, McQuillan filed a petition in the Franklin Circuit Court against Signature Healthcare and the Cabinet. Therein, McQuillan claimed that Signature Healthcare violated the “Long-Term Care Resident’s Rights Act” by failing to give reasonable notice of discharge to Schneider and/or McQuillan and violated the Kentucky Civil Rights Act “by failing to communicate its intent to discharge her [Schneider] with the use of an interpreter [sign-language].” Petition at 7 and 11. McQuillan also sought an injunction staying the enforcement of the Cabinet’s final order.

Signature Healthcare and the Cabinet filed separate answers. In Signature Healthcare’s answer, it maintained that Schneider was not of unsound mind, so McQuillan could not maintain the action as Schneider’s next friend.<sup>2</sup> Signature Healthcare’s Answer at 2. Signature Healthcare did acknowledge that McQuillan was Schneider’s power of attorney.<sup>3</sup>

On March 2, 2018, the circuit court rendered a temporary injunction under Kentucky Rules of Civil Procedure (CR) 65.04 staying enforcement of the

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<sup>2</sup> In its appellee brief, Signature Healthcare asserts that Regina McQuillan “lacks standing to assert a Resident’s Rights violation [Kentucky Revised Statutes (KRS) 216.515] on Schneider’s behalf. The Act only allows such actions to be brought by the resident or the resident’s guardian.” Signature Healthcare’s Brief at 10. To properly preserve the issue of standing, a party must raise the defense in a pleading. *Cubar v. Town & County Bank and Trust Co.*, 473 S.W.3d 91, 92 (Ky. App. 2015). In its answer, Signature Healthcare did not raise the issue of standing under KRS 216.515. Signature Healthcare only alleged that McQuillan did not qualify as next friend of Mary E. Schneider.

<sup>3</sup> The durable power of attorney granted McQuillan the authority “to institute or defend suits in general” on behalf of Schneider. Durable Power of Attorney at 2.

Cabinet's final order and prohibiting Signature Healthcare from involuntarily discharging Schneider.

Subsequently, McQuillan filed a brief arguing that the Cabinet's final order was arbitrary and violated statutory law. Of particular import, McQuillan argued that Signature Healthcare's discharge notice was statutorily deficient under Kentucky Revised Statutes (KRS) 216.515(4). According to McQuillan, the discharge notice was hand delivered to Schneider by Signature Healthcare and an employee of Signature Healthcare utilized a dry-erase board to inform Schneider of her discharge. However, McQuillan pointed out that Schneider had been deaf since birth, communicated by use of American Sign Language, and only possessed a limited understanding of English. McQuillan argued that KRS 216.515(4) mandated Signature Healthcare to give Schneider reasonable notice of her involuntary discharge, and that Signature Healthcare violated KRS 216.515(4) by failing to do so. McQuillan also maintained that Signature Healthcare failed to give her, as Schneider's power of attorney and responsible party, reasonable notice of the discharge as required by KRS 216.515(4).

In their separate briefs, Signature Healthcare and the Cabinet argued that proper discharge notice was provided to McQuillan, in her capacity as power of attorney and responsible party for Schneider. In particular, Signature Healthcare asserted that its discharge notice satisfied the dictates of 900 KAR 2:050. Under



900 KAR 2:050, Signature Healthcare maintained that it was only required to give discharge notice to either Schneider or McQuillan but not to both. Signature Healthcare argued that it mailed the discharge notice to McQuillan's home address and informed Schneider by hand delivering the discharge notice to her and by informing her through the use of a dry-erase board.

By opinion and order entered May 9, 2018, the circuit court affirmed the final order of the Cabinet and determined that Signature Healthcare gave sufficient notice of discharge per 900 KAR 2:050:

Pursuant to 900 KAR 2:050, a resident of a long-term care facility is entitled to receive notice prior to transfer or discharge. Specifically, the facility "shall" "[n]otify the resident and, if known, a family member or legal representative of the resident, in writing, of the transfer or discharge and the reasons for the relocation in a language and manner they understand." That same regulation defines "resident" as "a resident of a facility or any legal representative or individual acting on behalf of the resident." Similarly, Kentucky's Residents' Rights Act requires that "reasonable notice" of transfer or discharge "be given to the resident and the responsible party or his responsible family member or his guardian." KRS 216.515.

In the present case, there is sufficient evidence in the record to support the Cabinet's determination that Petitioner received reasonable and adequate notice of the impending discharge. As noted in the Final Order, the discharge notice was issued to Petitioner at her correct address by certified mail. FO at 11. The notice included the details required by 900 KAR 2:050 Section 2(5), including the location to which Ms. Schneider would be discharged (Petitioner's home). *Id.* at 5. The mail was

returned unclaimed, with a notation on the envelope of “11-22 NL.” *Id.* at 6. The Cabinet reasonably concluded in the Final Order that this notation referred to the date on which the postal carrier left notice at Petitioner’s home that it was attempting to deliver certified mail. Less than a month later, the facility finally reached Petitioner by phone, and Petitioner informed the facility administrator that she was in the process of preparing her home for her mother and had been working with Adult Protective Services and Optimal Senior Health. *Id.* at 6-7.

Petitioner places great weight on the fact that the discharge letter was returned as unclaimed, citing to *Jones v. Flowers*, 547 U.S. 220 (2006). However, in that case, the Supreme Court of the United States reiterated that notice is “constitutionally sufficient if it was reasonably calculated to reach the intended recipient when sent.” *Id.* at 226 (citations omitted). Thus, when one sends notice through certified mail and that notice is returned “unclaimed” or “undeliverable,” the sender must take “further reasonable steps,” if available, to provide notice. *Id.* at 230. For example, the sender could re-send notice by regular mail, address the notice to “occupant,” or—most relevant here—post notice on the front door. *Id.* at 235. In the present case, under the Cabinet’s reasonable interpretation of the facts, the notation “11-22 NL” indicated that the postal carrier left notice for Petitioner [McQuillan] that he was attempting to deliver certified mail. Accordingly, under *Flowers*, the notice was constitutionally sufficient.

This is true regardless of whether Ms. Schneider, the actual resident, also received adequate and reasonable written notice of her impending discharge. As explained in *King v. Butler Rest Home, Inc.*, 365 S.W.3d 561, 564 (Ky. App. 2011), it is sufficient under certain circumstances to provide notice to the resident’s legal representative, rather than the actual resident. In *King*, the legal representative signed an agreement listing

herself as the person to whom correspondence and billing statements should be mailed. *Id.* at 565. In the present case, Petitioner is not only Ms. Schneider's Power of Attorney, she is also listed as the Responsible Party under the Resident Admission Agreement. By signing that agreement, Petitioner acknowledged that she has access to and was authorized to handle Ms. Schneider's income. FO at 3. In accordance with those terms, the facility mailed all monthly invoices to Petitioner, received payments from Petitioner, and contacted Petitioner by phone and mail regarding delinquencies. Thus, under the logic of *King*, 900 KAR 2:050 only required the facility to provide notice to Petitioner. As noted above, that notice was constitutionally sufficient and therefore satisfied the notice requirements of 900 KAR 2:050.

Accordingly, not only was there sufficient evidence in the record to demonstrate that Petitioner received reasonable and adequate notice of the discharge, but the Cabinet correctly applied the law to the facts of the case. As a result, this Court must affirm the Cabinet's Final Order. This decision obviously impacts Petitioner's remaining causes of action. The Kentucky Residents' Right[s] Act claim is premised on the insufficiency of the discharge notice and therefore fails. The Kentucky Civil Rights Act claim is based on the facility's "fail[ure]to communicate its intent to discharge [Ms. Schneider] with the use of an interpreter." Compl. ¶ 51. As noted above, the law does not require notice to Ms. Schneider; rather, it only requires notice to Petitioner, Ms. Schneider's legal representative. Accordingly, that cause of action must also fail.

Opinion and Order at 4-7.

Simply stated, the circuit court concluded that Signature Healthcare gave sufficient discharge notice to McQuillan and that 900 KAR 2:050 only

required discharge notice to be given to either McQuillan or Schneider. As Signature Healthcare complied with 900 KAR 2:050 by giving sufficient discharge notice to McQuillan, the circuit court held that the Cabinet properly upheld Signature Healthcare's involuntary discharge of Schneider. This appeal follows.<sup>4</sup>

This appeal originates from the Cabinet's final order upholding Signature Healthcare's involuntary discharge of Schneider. As an administrative appeal, this Court will "step into the shoes of the circuit court and review the administrative agency's decision for arbitrariness." *Baptist Convalescent Center, Inc. v. Boonespring Transitional Care Center, LLC*, 405 S.W.3d 498, 502-03 (Ky. App. 2012). Although arbitrariness has many facets, we are concerned with whether the Cabinet followed statutory mandates. In particular, resolution of this appeal centers upon the interplay between KRS 216.515(4) and 900 KAR 2:050 in relation to the legal sufficiency of the discharge notice given to Schneider and/or McQuillan, in her capacity as power of attorney or responsible party for Schneider.

Initially, McQuillan argues that KRS 216.515(4) mandates Signature Healthcare to give reasonable discharge notice to both her and Schneider.

McQuillan believes that "[t]he notice of discharge that Signature [Healthcare]

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<sup>4</sup> Signature Healthcare maintains that this appeal is moot as Schneider left its facility during the pendency of the circuit court action. Thus, Signature Healthcare believes no justiciable controversy exists. We disagree. KRS 216.515(26) permits the recovery of actual and punitive damages for violation of its provisions. And, a prevailing plaintiff may also be entitled to attorney's fees and costs.

transmitted to [her] was statutorily, regulatorily and constitutionally deficient.”

McQuillan’s Brief at 8. McQuillan states that Signature Healthcare sent the discharge notice by certified mail to her home address, but such notice was returned to Signature Healthcare as unclaimed. Consequently, McQuillan “never received a copy of the notice required by law.” McQuillan’s Brief at 9.

Additionally, as Schneider is congenitally deaf and communicated through sign language, McQuillan maintains that leaving a copy of the discharge notice with Schneider and the use of the dry-erase board were insufficient to give reasonable discharge notice to Schneider or to communicate the particulars of the discharge notice to Schneider.<sup>5</sup> As a result, McQuillan asserts that the discharge notice was not reasonable and was violative of KRS 216.515(4). McQuillan also maintains that the discharge notice requirements of KRS 216.515(4) and 900 KAR 2:050 are inconsistent and in conflict. McQuillan believes that the Cabinet and circuit court both erred by failing to recognize the conflict and by following the discharge

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<sup>5</sup> 900 Kentucky Administrative Regulations 2:050, Section 2(5) sets forth the contents of a discharged notice, which includes:

- (a) The reason for transfer or discharge;
- (b) The effective date of transfer or discharge;
- (c) The location to which the resident is transferred or discharged;
- (d) A statement that the resident has the right to appeal the action to the cabinet;
- (e) The name, address, and telephone number of the state long-term care ombudsman; and
- (f) For nursing facility residents with developmental disabilities, or who are mentally ill, the mailing address and telephone number of Kentucky Protection and Advocacy.

notice requirements of 900 KAR 2:050, instead of KRS 216.515(4). We shall initially analyze 900 KAR 2:050 Section 2(3)(a) and then KRS 216.515(4).

900 KAR 2:050 reads, in pertinent part:

Section 1. Definitions. . . .

. . . .

(3) “Resident” means a resident of a facility or any legal representative or individual acting on behalf of the resident.

. . . .

Section 2. Transfer and Discharge Rights. . . .

. . . .

(3) Notice before transfer. Before a facility transfers or discharges a resident, the facility shall:

(a) Notify the resident and, if known, a family member or legal representative of the resident, in writing, of the transfer or discharge and the reasons for the relocation in a language and manner they understand[.]

And, KRS 216.515 provides, in relevant part:

Every resident in a long-term-care facility shall have at least the following rights:

. . . .

(4) The resident shall be transferred or discharged only for medical reasons, or his own welfare, or that of the other residents, or for nonpayment, except where prohibited by law or administrative regulation. Reasonable notice of such action shall be given to the

resident and the responsible party or his responsible family member or his guardian.

The term “resident” as used in KRS 216.515(4) is defined by KRS 216.510(2) as:

[A]ny person who is admitted to a long-term-care facility as defined in KRS 216.515 to 216.530 for the purpose of receiving personal care and assistance[.]

900 KAR 2:050 Section 2(3)(a) plainly requires notice of discharge be given to the resident and family member or legal representative. And, more importantly, 900 KAR 2:050 Section 1(1)(3) specifically defines “resident” as either the resident of the facility, her legal representative, or individual acting on her behalf. Therefore, under 900 KAR 2:050, notice of discharge does not necessarily have to be given to the resident but may alternatively be given to the resident’s legal representative or an individual acting on behalf of the resident.

On the other hand, KRS 216.515(4) clearly mandates that reasonable notice of discharge be given to “the resident and the responsible party or his responsible family member or his guardian.” Crucially, the term “resident” is simply defined as “any person who is admitted to a long-term-care facility.” KRS 216.510(2). By initially utilizing the conjunction “and” and then the disjunction “or,” KRS 216.515(4) plainly intends that the resident be given discharge notice and additionally that notice be given to either the responsible party, responsible family member, or guardian. Thus, under its plain and unambiguous terms, KRS 216.515(4) mandates that reasonable notice of discharge be given to the resident

(person admitted to the facility) **and** also to either the responsible party, responsible family member, or guardian.

By comparing the discharge notice requirements of KRS 216.515(4) with those of 900 KAR 2:050 Section 2(3)(a), it is readily apparent that the two are materially contradictory. KRS 216.515(4) mandates that the resident receive reasonable discharge notice; however, 900 KAR 2:050 Section 2(3)(a) does not. It permits discharge notice to be given to either the resident, the resident's legal representative or individual acting upon behalf of the resident. For this reason, 900 KAR 2:050 Section 2(3)(a) materially and directly conflicts with KRS 216.515(4).

In Kentucky, it is well-settled “that a regulation is deemed invalid if such regulation is inconsistent or conflicts with statutory law.” *Baptist Convalescent Center, LLC*, 405 S.W.3d at 505. The discharge notice requirements outlined in 900 KAR 2:050 Section 2(3)(a) directly conflict with discharge notice requirements contained in KRS 216.515(4); therefore, we hold that 900 KAR 2:050 Section 2(3)(a) is invalid. *See id.* In accordance with the clear mandates of KRS 216.515(4), and KRS 216.510(2), reasonable discharge notice must be given to the “person who is admitted to a long-term-care facility.”

In this case, the evidence was undisputed that the discharge notice was hand delivered to Schneider and an employee of Signature Healthcare utilized a dry-erase board to inform Schneider of her discharge. The record also indicates



that the employee testified that Schneider generally understood communications made through the use of a dry-erase board. On November 16, 2017, four days before issuance of the discharge notice, the facility administrator met with McQuillan and Julie Powell, also a daughter of Schneider, to discuss payment of the arrearage. Additionally, in November, prior to the issuance of the discharge notice, a representative of Adult Protective Services met with Schneider at the facility regarding the arrearage and unsuccessfully attempted to meet with McQuillen at her home. Finally, with the assistance of the Long-Term Care Ombudsmen assigned to Signature Healthcare, Schneider signed on November 21, and filed on December 4, the appeal of the discharge that initiated the administrative proceeding before the Cabinet. Given the totality of these circumstances, we conclude that Schneider received reasonable discharge notice under KRS 216.515(4).

We now address the notice sent to McQuillan. She contends that the November 20 discharge notice mailed to her home address by Signature Healthcare was legally insufficient. We again disagree.

It is uncontroverted that Signature Healthcare mailed the discharge notice to McQuillan's home by certified letter. The certified letter was ultimately returned as unclaimed. The circuit court pointed out that "under the Cabinet's reasonable interpretation of the facts, the notations '11-22 NL' [on the certified

letter] indicated that the postal carrier left notice” with McQuillan of the certified letter. As noted, McQuillen met with the facility administrator regarding the arrearage on November 16 and was clearly aware of the consequences of nonpayment. Considering the whole, we conclude that the Cabinet did not err by finding that McQuillan received reasonable and legally sufficient notice of Schneider’s discharge.

McQuillan lastly asserts that Signature Healthcare violated 900 KAR 2:050 Section 2(6) by failing to “provide sufficient preparation and orientation to residents to ensure safe and orderly . . . discharge from the facility.” McQuillan’s Brief at 23. In her brief, McQuillan devotes one and one-half pages to this argument and did not provide this Court with specific conduct of Signature Healthcare that constitutes a violation of 900 KAR 2:050 Section 2(6). Rather, McQuillan advances mere general allegations without supporting facts. As a result, we cannot conclude that Signature Healthcare violated 900 KAR 2:050 Section 2(6).

In sum, we conclude that Schneider was entitled to reasonable notice under KRS 216.515(4) and that she received same. We also believe that McQuillan, as power of attorney or individual responsible for Schneider, received legally sufficient discharge notice and that McQuillan failed to demonstrate a violation of 900 KAR 2:050 Section 2(6).

For the foregoing reasons, the Opinion and Order of the Franklin  
Circuit Court is affirmed.

ALL CONCUR.

**BRIEFS FOR APPELLANT:**

Peter J. Jannace  
Teddy B. Gordon  
Louisville, Kentucky

**ORAL ARGUMENT FOR  
APPELLANT:**

Peter J. Jannace  
Louisville, Kentucky

**BRIEF AND ORAL ARGUMENT  
FOR LP LOUISVILLE  
HERR LANE, LLC, D/B/A  
SIGNATURE HEALTHCARE AT  
JEFFERSON PLACE REHAB &  
WELLNESS CENTER:**

Stephanie M. Carr  
Louisville, Kentucky

**NO BRIEF FOR APPELLEE  
COMMONWEALTH OF  
KENTUCKY, CABINET FOR  
HEALTH AND FAMILY  
SERVICES.**