

# Carlin H O U S E

For purposes of new hire employee orientation and training, I \_\_\_\_\_ attest that in addition to receiving various other new employee education and training, I have received written acknowledgment for the following items:

1. Resident Bill of Rights

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

2. Facility Policies and Procedures (Binder with each policy and procedure is located in a central location with 24 hour access on the front desk.)

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

3. Transfer/Discharge Resident Provisions

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

4. Address/Phone # of State/Local Health Board and Department of Aging Ombudsman, also State and County Human Services. In addition these identified numbers are also posted on the public bulletin board near the front desk.

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

Employee Signature:

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

Carlin House Signature:

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

12 Carlin Drive Logan, Ohio 43138

Phone (740) 380-6383

Fax (740) 380-1024

### 3721.13 Ohio Residents' Bill of Rights

(A) The rights of residents of a home shall include, but are not limited to, the following:

- (1) The right to a safe and clean living environment pursuant to the medicare and medicaid programs and applicable state laws and rules adopted by the director of health;
- (2) The right to be free from physical, verbal, mental, and emotional abuse and to be treated at all times with courtesy, respect, and full recognition of dignity and individuality;
- (3) Upon admission and thereafter, the right to adequate and appropriate medical treatment and nursing care and to other ancillary services that comprise necessary and appropriate care consistent with the program for which the resident contracted. This care shall be provided without regard to considerations such as race, color, religion, national origin, age, or source of payment for care.
- (4) The right to have all reasonable requests and inquiries responded to promptly;
- (5) The right to have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;
- (6) The right to obtain from the home, upon request, the name and any specialty of any physician or other person responsible for the resident's care or for the coordination of care;
- (7) The right, upon request, to be assigned, within the capacity of the home to make the assignment, to the staff physician of the resident's choice, and the right, in accordance with the rules and written policies and procedures of the home, to select as the attending physician a physician who is not on the staff of the home. If the cost of a physician's services is to be met under a federally supported program, the physician shall meet the federal laws and regulations governing such services.
- (8) The right to participate in decisions that affect the resident's life, including the right to communicate with the physician and employees of the home in planning the resident's treatment or care and to obtain from the attending physician complete and current information concerning medical condition, prognosis, and treatment plan, in terms the resident can reasonably be expected to understand; the right of access to all information in the resident's medical record; and the right to give or withhold informed consent for treatment after the consequences of that choice have been carefully explained. When the attending physician finds that it is not medically advisable to give the information to the resident, the information shall be made available to the resident's sponsor on the resident's behalf, if the sponsor has a legal interest or is authorized by the resident to receive the information. The home is not liable for a violation of this division if the violation is found to be the result of an act or omission on the part of a physician selected by the resident who is not otherwise affiliated with the home.
- (9) The right to withhold payment for physician visitation if the physician did not visit the resident;
- (10) The right to confidential treatment of personal and medical records, and the right to approve or refuse the release of these records to any individual outside the home, except in case of transfer to another home, hospital, or health care system, as required by law or rule, or as required by a third-party payment contract;
- (11) The right to privacy during medical examination or treatment and in the care of personal or bodily needs;
- (12) The right to refuse, without jeopardizing access to appropriate medical care, to serve as a medical research subject;
- (13) The right to be free from physical or chemical restraints or prolonged isolation except to the minimum extent necessary to protect the resident from injury to self, others, or to property and except as authorized in writing by the attending physician for a specified and limited period of time and documented in the resident's medical record. Prior

to authorizing the use of a physical or chemical restraint on any resident, the attending physician shall make a personal examination of the resident and an individualized determination of the need to use the restraint on that resident.

Physical or chemical restraints or isolation may be used in an emergency situation without authorization of the attending physician only to protect the resident from injury to self or others. Use of the physical or chemical restraints or isolation shall not be continued for more than twelve hours after the onset of the emergency without personal examination and authorization by the attending physician. The attending physician or a staff physician may authorize continued use of physical or chemical restraints for a period not to exceed thirty days, and at the end of this period and any subsequent period may extend the authorization for an additional period of not more than thirty days. The use of physical or chemical restraints shall not be continued without a personal examination of the resident and the written authorization of the attending physician stating the reasons for continuing the restraint.

If physical or chemical restraints are used under this division, the home shall ensure that the restrained resident receives a proper diet. In no event shall physical or chemical restraints or isolation be used for punishment, incentive, or convenience.

(14) The right to the pharmacist of the resident's choice and the right to receive pharmaceutical supplies and services at reasonable prices not exceeding applicable and normally accepted prices for comparably packaged pharmaceutical supplies and services within the community;

(15) The right to exercise all civil rights, unless the resident has been adjudicated incompetent pursuant to Chapter 2111. of the Revised Code and has not been restored to legal capacity, as well as the right to the cooperation of the home's administrator in making arrangements for the exercise of the right to vote:

(16) The right of access to opportunities that enable the resident, at the resident's own expense or at the expense of a third-party payer, to achieve the resident's fullest potential, including educational, vocational, social, recreational, and habilitation programs;

(17) The right to consume a reasonable amount of alcoholic beverages at the resident's own expense, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;

(18) The right to use tobacco at the resident's own expense under the home's safety rules and under applicable laws and rules of the state, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;

(19) The right to retire and rise in accordance with the resident's reasonable requests, if the resident does not disturb others or the posted meal schedules and upon the home's request remains in a supervised area, unless not medically advisable as documented by the attending physician;

(20) The right to observe religious obligations and participate in religious activities; the right to maintain individual and cultural identity; and the right to meet with and participate in activities of social and community groups at the resident's or the group's initiative;

(21) The right upon reasonable request to private and unrestricted communications with the resident's family, social worker, and any other person, unless not medically advisable as documented in the resident's medical record by the attending physician, except that communications with public officials or with the resident's attorney or physician shall not be restricted. Private and unrestricted communications shall include, but are not limited to, the right to:

(a) Receive, send, and mail sealed, unopened correspondence;

(b) Reasonable access to a telephone for private communications;

- (c) Private visits at any reasonable hour.
- (22) The right to assured privacy for visits by the spouse, or if both are residents of the same home, the right to share a room within the capacity of the home, unless not medically advisable as documented in the resident's medical record by the attending physician;
- (23) The right upon reasonable request to have room doors closed and to have them not opened without knocking, except in the case of an emergency or unless not medically advisable as documented in the resident's medical record by the attending physician;
- (24) The right to retain and use personal clothing and a reasonable amount of possessions, in a reasonably secure manner, unless to do so would infringe on the rights of other residents or would not be medically advisable as documented in the resident's medical record by the attending physician;
- (25) The right to be fully informed, prior to or at the time of admission and during the resident's stay, in writing, of the basic rate charged by the home, of services available in the home, and of any additional charges related to such services, including charges for services not covered under the medicare or medicaid program. The basic rate shall not be changed unless thirty days' notice is given to the resident or, if the resident is unable to understand this information, to the resident's sponsor.
- (26) The right of the resident and person paying for the care to examine and receive a bill at least monthly for the resident's care from the home that itemizes charges not included in the basic rates;
- (27)
- (a) The right to be free from financial exploitation;
- (b) The right to manage the resident's own personal financial affairs, or, if the resident has delegated this responsibility in writing to the home, to receive upon written request at least a quarterly accounting statement of financial transactions made on the resident's behalf. The statement shall include:
- (i) A complete record of all funds, personal property, or possessions of a resident from any source whatsoever, that have been deposited for safekeeping with the home for use by the resident or the resident's sponsor;
- (ii) A listing of all deposits and withdrawals transacted, which shall be substantiated by receipts which shall be available for inspection and copying by the resident or sponsor.
- (28) The right of the resident to be allowed unrestricted access to the resident's property on deposit at reasonable hours, unless requests for access to property on deposit are so persistent, continuous, and unreasonable that they constitute a nuisance;
- (29) The right to receive reasonable notice before the resident's room or roommate is changed, including an explanation of the reason for either change.
- (30) The right not to be transferred or discharged from the home unless the transfer is necessary because of one of the following:
- (a) The welfare and needs of the resident cannot be met in the home.
- (b) The resident's health has improved sufficiently so that the resident no longer needs the services provided by the home.

(c) The safety of individuals in the home is endangered.

(d) The health of individuals in the home would otherwise be endangered.

(e) The resident has failed, after reasonable and appropriate notice, to pay or to have the medicare or medicaid program pay on the resident's behalf, for the care provided by the home. A resident shall not be considered to have failed to have the resident's care paid for if the resident has applied for medicaid, unless both of the following are the case:

(i) The resident's application, or a substantially similar previous application, has been denied.

(ii) If the resident appealed the denial, the denial was upheld.

(f) The home's license has been revoked, the home is being closed pursuant to section 3721.08, sections 5165.60 to 5165.89, or section 5155.31 of the Revised Code, or the home otherwise ceases to operate.

(g) The resident is a recipient of medicaid, and the home's participation in the medicaid program is involuntarily terminated or denied.

(h) The resident is a beneficiary under the medicare program, and the home's participation in the medicare program is involuntarily terminated or denied.

(31) The right to voice grievances and recommend changes in policies and services to the home's staff, to employees of the department of health, or to other persons not associated with the operation of the home, of the resident's choice, free from restraint, interference, coercion, discrimination, or reprisal. This right includes access to a residents' rights advocate, and the right to be a member of, to be active in, and to associate with persons who are active in organizations of relatives and friends of nursing home residents and other organizations engaged in assisting residents.

(32) The right to have any significant change in the resident's health status reported to the resident's sponsor. As soon as such a change is known to the home's staff, the home shall make a reasonable effort to notify the sponsor within twelve hours.

(B) A sponsor may act on a resident's behalf to assure that the home does not deny the residents' rights under sections 3721.10 to 3721.17 of the Revised Code.

(C) Any attempted waiver of the rights listed in division (A) of this section is void.

Amended by 130th General Assembly File No. 25, HB 59, §101.01, eff. 9/29/2013.  
Amended by 129th General Assembly File No. 127, HB 487, §101.01, eff. 9/10/2012.  
Effective Date: 09-05-2001

**Subject: ADMISSION/DISCHARGE/TRANSFER  
CRITERIA (Assisted Living/Memory  
Care)**

**Policy:**

1. **Admission Criteria.** The residence may admit and retain older adults who meet the following criteria:
  - a) Have a personal physician willing to provide ongoing medical supervision. This includes the provision of a completed physician plan of care, current prescriptions and over-the-counter medications, which must be submitted prior to move-in.
  - b) Do not require 24-hour skilled nursing services for an extended period of time, except as permitted by state law.
  - c) Are not experiencing behavior that would be dangerous to self or others.
  - d) Are not physically or verbally abusive to other residents.
  - e) Demonstrate ability to bear weight with transfers or transfer with assistive devices.
  - f) Do not require physical or chemical restraints, except as permitted by state law.
  - g) Must be capable of payment for services, in accordance with the Residency Agreement.
  - h) Must be free from communicable disease.
  - i) Cannot be a danger to himself/herself or others.
2. **Population Needs.** The needs of the current population will be taken into account with any potential new admission.
3. **Discharge Criteria.** The residence may discharge a resident based on the following criteria:
  - a) The resident requires care or services that Carlin House is unable to provide or which requires staff that is not available at the residence.
  - b) The resident or legally responsible party is habitually disruptive, creates unsafe conditions, is physically or verbally abusive to other residents or otherwise endangers the safety, health or welfare of anyone in the residence

**Subject: ADMISSION/DISCHARGE/TRANSFER  
CRITERIA (Assisted Living/Memory  
Care)**

- c) The resident or legally responsible party fails to pay fees and charges after reasonable and appropriate notice, or they breach any representation, covenant, agreement, or obligation under the Residency Agreement.
  - d) The resident's health has improved sufficiently so that the resident no longer needs the services provided by the residence.
  - e) The residence ceases to operate.
4. Discharge Notice. A resident being asked to relocate from the residence will be given notice in accordance with the Residency Agreement

MEMORY CARE.

In addition to the above criteria, the following information will apply for resident admission and transfer into the Carlin House Memory Care area:

- 1. Residents can exhibit signs of confusion and forgetfulness, and behaviors can be managed through programmatic services.
- 2. Residents can exhibit wandering behavior; but if elopement is a risk, behavior must be able to be managed through programmatic services.
- 3. Residents who are not experiencing behavior that would be dangerous to self or others.
- 4. Residents will need a personal physician willing to provide on-going medical supervision. If diagnosed with cognitive impairment, resident/legally responsible party should be willing to consult with a physician who specializes in behavior management.

**Subject: ADMISSION/DISCHARGE/TRANSFER CRITERIA (Assisted Living/Memory Care) Special Care Unit Statements**

**In addition to the previous, the following shall apply:**

Memory Care/ Special Population Policy:

Statement of mission/philosophy: Carlin House Memory Care Unit shall provide care to those 55 years and older in a secured unit specifically designed to aid with dementia and/or Alzheimer's residents without regard to gender, age, color, race, or religion. Each shall have his or her own private suite. Each shall experience a calm, inviting, and stimulating environment with quality care, meals, and recreational programming.

Each shall be screened by the Wellness Coordinator or designee and work with the physician to establish the appropriateness of the residents needs relevant to the special care unit. Once determined by physician to admit and/or retain in the special care unit, the nurse will develop and individualized service plan according to the needs of each resident.

The special care unit will follow the current policy for admission/discharge/transfer criteria procedures according to the general population and memory care population.

A weekly staffing plan is developed and maintained for the special care population assigning at a 1-6 ratio. The staff may also increase or decrease according the census and cognitive and physical acuity based on the necessity for increased supervision for safety and resident care needs. This differs from the general population in that the care needs of these residing residents may change with frequency and may need enhanced monitoring and/or observation/evaluation relative to diagnosis or cognitive impairments.

Activity Programming: The activity program is developed and maintained for a month at a time with activities offered every hour meeting the needs of each residing resident. The activities range from appropriate group settings to individualized one on one. To enhance the programming for each resident, we offer customized activity plans for each resident based on appropriateness and response to the activity program.

The costs associated with the special care unit are in accordance to the resident agreement prior/upon admission.

Specialized Training: The Life Enrichment Coordinator attends or study's annually maintaining continuing education credits relative to Alzheimer's and Dementia diagnosis. All staff receives an initial 2 hours of training in specialized care for Alzheimer's Diagnosis. Additionally, each receives continuing education on a quarterly basis according to the regulatory guidelines.



**Subject: ADMISSION/DISCHARGE/TRANSFER CRITERIA (Assisted Living/Memory Care) Special Care Unit Statements**

Ongoing Assessment/Observation: The clinical department conducts monthly assessments identifying changes. The individualized service plan is updated accordingly and intervention (if applicable) is noted and executed. The clinical department notifies all interested/relevant parties such as legally responsible party, physician, and local behavioral acute care setting for changes needed in behavioral intervention and or medication management needs. The clinical division educates staff with updates.

The physical environment supports a secured area allowing for safe wandering; provides well appointed spaces for recreational activities, relaxation, dining, and so forth.

Family Support: Family support is encouraged upon determined appropriateness and response to the resident's care. Support Group meeting are held monthly on the 3<sup>rd</sup> Thursday of each month at the Senior Center in Logan, Ohio at 1:00pm. Carlin House makes every effort to educate families about Alzheimer's/Dementia and what to expect in current disease stage as well as progression of disease.

Depending on facility availability and preference, any resident or legally responsible party can choose to reside in the special care unit at his or her discretions without the diagnosis of Alzheimer's and/or Dementia on a long-term or short term basis and can freely enter and exit the unit without difficulty.

## Hotline Numbers

State Long-Term Care Ombudsman's Office

1-800-282-1206

50 West Broad St. 9<sup>th</sup> Floor  
Columbus, Ohio 43215

Ohio Department of Health

1-800-342-0553

246 North High Street  
Columbus, Ohio 43215

Hocking County Health Department

740-385-3030

350 St. Rt. 664 North  
Logan, Ohio 43138

Ohio Department of Job and Family Services (State Human Services)

614-466-2100

30 E. Broad Street 32<sup>nd</sup> Floor  
Columbus, Ohio 43215

Hocking County Job and Family Services (Local Human Services)

740-385-5663

389 West Front Street  
Logan, Ohio 43138