



Assisted Living

RESIDENT HANDBOOK



Ohio Living
Cape May

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Assisted Living HANDBOOK

Thank you for choosing us!

Our Mission is to provide adults with caring and quality services toward the enhancement of physical, mental and spiritual well being consistent with the Christian Gospel.

Our Philosophy

We believe in **INCLUSIVENESS**. We are open to residents, clients, staff, and volunteers of all religious faiths without discrimination of any kind.

We believe in a **HIGH ETHICAL STANDARD**. Not only do we hold ourselves to the letter but also to the spirit of the law in all tasks and relationships.

We believe our reputation for **HIGH QUALITY AND CARING SERVICE IS OUR MOST VALUABLE ASSET**. We strive to make excellence the mark in all that we do.

We believe that **DEDICATED STAFF AND VOLUNTEERS** are the key to providing high quality and caring service. The chief responsibility of management is to help them succeed in their efforts.

We believe in **RESPECT** for all whom we serve. We guard privacy, dignity, independence, and safety to the best of our ability.

We believe in **RESPONSIVENESS** to those whom we serve and who serve with us. We provide opportunity for them to voice their concerns and make suggestions.

We believe in the necessity of **INNOVATION**. We encourage everyone in the organization to take initiative, be creative, and constantly improve.

We believe that **EFFECTIVE COMMUNICATION** among ourselves, our constituencies, and the public is essential to success. We work continually to upgrade our communications.

We believe in **FINANCIAL STABILITY**. We always assure financial capability to support the services we have chosen to pursue.

We believe in being a **GOOD NEIGHBOR**. We cooperate in benefiting community welfare wherever we serve.

Resident-Centered Care

We believe in Resident-Centered Care. We recognize that the ability to make individual choices is an important part of resident care and satisfaction. We adjust our care and routines to your specific needs and desires.

The basic values and principals of resident centered care are that:

- Every person has strengths, gifts, and contributions to offer;
- Every person has hopes, dreams and desires;
- Each person, and their loved ones, are the primary authorities on his/her life;
- Every person has the ability to express preferences and to make choices;
- Every person's choices and preferences are important and shall always be considered.

Advance Directives Policy

It is the desire of Ohio Living that each resident's wishes concerning medical care, including his/her right to accept or refuse medical or surgical treatment and his/her right to formulate an advance directive in the form of a living will and/or durable power of attorney for health care is incorporated into his plan of care and followed.

To ensure compliance with the requirement of the Ohio law and the Patient Self-Determination Act of 1990 regarding Advance Directives, the following steps will be taken.

1. All residents of Ohio Living assisted living will be provided with information explaining Advance Directives.
2. Each Ohio Living community will document whether or not the resident has executed an advance directive. A copy of the advance directive, if executed, will be maintained in the medical record. (Even if the advance directive does not fully comply with Ohio's legislation, a copy should be placed in the medical record in order to document the resident's previously articulated independent desires and attorney in fact preferences.)
3. At no time will a prospective resident be discriminated against due to the execution or non-execution of an advance directive. Execution of an advance directive is not required as a condition of admission.
4. If the resident is incompetent or in an incapacitated state (as documented by the physician), the required information will be provided to family members, surrogates or other responsible persons. If the resident's condition improves to where he/she is no longer in an incapacitated state, the community will provide him with the information at that time.
5. Residents must be assured that advance directives do not take precedence over any health care decision that they or their representative might make in the future.

Activities

We provide a wide range of daily activities. A monthly schedule is given to each resident and posted in a public area. Residents are encouraged to participate; however, participation is voluntary. Family members are also invited to participate in our activities and suggestions/ideas for activities are always encouraged and welcomed. The Activities Coordinator can help you with arrangements for special occasions such as birthdays, anniversaries and family gatherings.

Beauty and Barber Shop

The beauty/barber shop is located by the front entrance to assisted living. Appointments may be made by calling or visiting the beauty and barber shop. This service can be added to your monthly statement.

Bed Hold Policy

In the event hospitalization is required, you or a family member may continue payment in order to hold a bed. For residents whose stay is covered by Medicaid, Medicaid will pay for up to 30 days in a calendar year to hold the bed. You will be asked to fill out a bed hold form, which will tell you the number of days remaining on the Medicaid bed hold for the year.

We attempt to readmit residents who do not continue payment; however, payment during your hospital stay is the only way to *guarantee* that a bed will be available.

Bill of Rights

Ohio House Bill 600 provides a Bill of Rights for residents of nursing homes. A copy of these and a list of resource agencies are included at the end of this handbook, which is given to each resident and/or family upon admission.

Clothing

For tracking purposes, we require that all clothing be labeled. You will be asked to complete an inventory list of clothing and any other items that you bring in. When new clothing and personal use items are brought in or taken out please inform the nursing staff. They will see that the changes are recorded.

We offer personal laundry services, however if you prefer to use an outside source or family, please let us know the arrangements that you have made.

Clothing needs to be comfortable and functional to meet resident's need for therapy, etc. If there are questions regarding the best type of clothing to bring you may contact Social Services, Therapy or the staff.

Emergencies

All of our employees have been trained to respond to emergencies such as a fire or tornado through regular practice drills. If the facility is on alert or responding to a drill during your visit, our staff will provide you with proper procedural instructions.

Food and Beverages

Feel free to bring in food items. Please be mindful of special diets and food restrictions. There are microwave ovens, mini-refrigerators, and freezers available for use.

Funds for Personal Use

We offer interest bearing personal use fund management (if more than \$50) for your convenience. There is no extra cost for this service. Money may be deposited into the fund by the resident or family and may be drawn upon at the resident's request during regular business hours. Having a personal use account eliminates the necessity for our residents to carry cash. Our records will show exactly how deposited money is disbursed. These records are available for inspection during regular business hours.

Gratuities and Gifts

As per our policy, we ask that residents and their families refrain from giving tips or gifts to individual employees. If you would like to give a gift, please consider giving through the Employee Gift Fund, which is a vehicle for your thanks and appreciation. The Resident's Association administers the fund. Please call for details.

Grievances

We believe in listening to residents and their families and providing an environment that welcomes your questions and concerns. We find that most problems and concerns can be resolved by working together. However, after speaking with key management staff in the community, you continue to feel the issue has not been sufficiently resolved; we will assist you, your representative and/or any other involved parties with our grievance process. Grievances may be submitted orally or in writing. A formalized Grievance Committee will review the concern. The committee is made up of the Executive Director/Administrator, one or two nursing residents, one or two nursing family members and two other outside representatives. The Grievance Committee will meet with the party or parties that filed the concern within one week of receipt of the grievance. They then have ten days to resolve the complaint to the satisfaction of all parties. If that doesn't occur the committee shall refer the matter to the local Ombudsman.

Guest Meals

Guests of residents may purchase meals. Arrangements for meals are handled by the receptionist at the front desk.

Mail Service

U.S. Postal Service picks up and delivers mail Monday through Saturday with the exception of holidays. The mail is distributed to each resident's personal mailbox or their room if required. Assistance with mailing letters and purchasing postage can be obtained through the Social Services and our Activities Department.

Medical Services

All assisted living residents must have a primary care physician. It is recommended that your physician is local and able to provide services to you as needed. We have a podiatrist who visits the community once a month per appointment. Appointments can be made through the nursing staff or front desk.

Newspapers

Local newspapers can be delivered to you at your expense. Arrangements can be made through our Activities or Social Services Departments.

Non-Discrimination Policy

As a recipient of Federal financial assistance, Ohio Living complies with the letter and spirit of all applicable civil rights laws that prohibit discrimination against persons based upon race, color, religion, national origin, sex, gender identity, familial status, and disability in the use, occupancy or delivery of services to residents of Ohio Living communities. In addition, Ohio Living does not discriminate on the basis of source of income and marital status. Ohio Living Life Plan Communities are intended and operated for occupancy by persons 55 years of age or older. Age verification is a condition of admission.

Notification of Changes in Resident Condition

When there is a change (or there is a potential for change) in a resident's condition and/or circumstances, both physician and family are notified immediately. When your emergency contact person is out of town or unavailable, please provide the nursing staff with an alternate emergency contact person as soon as possible.

Nursing Care and Staff in Assisted Living

We provide licensed nursing care, state-tested nursing assistants, and resident aides to meet resident needs at all times. As part of our philosophy, our staff supports and encourages residents to maintain their dignity and independence at all levels of care.

All assisted living residents receive personal pendants. These pendants, when pushed, immediately notify nursing staff of an emergency or a daily care need. There are also pull-cords in each apartment for similar use.

Payment of Bills

We accept a variety of payment plans and insurances. If you have any questions regarding your bill, please contact the Business Office Coordinator at Ohio Living Cape May.

Personal Furnishings

All assisted living apartments are furnished by residents. Respite (short-term stays) will have furnishings provided. Any adaptive equipment, such as a wheelchair, may be brought for personal use.

Pets

You may request a copy of the Pet Policy from the Admissions staff or anyone in administration.

Pharmacy

All assisted living residents are able to choose their own pharmacy. For suggestions of pharmacies and/or delivery services, please see the Assisted Living Coordinator.

Private Duty Services

If you choose to employ someone who does not work for a licensed agency, maintenance of all employment records such as social security, withholding tax, workers compensation and insurance is the sole responsibility of you as the employer. Private duty persons who are not employees of Ohio Living Home Health & Hospice or another licensed agency must contact our Human Resources Department and agree to comply with the policies and procedures of Ohio Living and the laws of the State of Ohio. Please contact the Executive Director/Administrator for the entire policy.

Religious Services

Ecumenical religious services are held every Sunday. Should you wish to have your pastor conduct a service, contact the Activities Coordinator or Assisted Living Coordinator who will make the necessary arrangements.

Resident Meetings

Residents gather monthly to discuss resident concerns and ideas and to offer suggestions about their care, treatment and environment with the Executive Director/Administrator. All residents are encouraged to participate in this group. Meeting times are listed on the activity calendar.

Risk Agreements

In assisted living, we may use written, signed risk agreements, which identify the risks inherent in a decision made by a resident or their responsible party. Under a risk

agreement, the resident or responsible party and the facility agree to share responsibility for making and implementing decisions affecting the scope and quantity of services provided by the facility to the resident. The following situations are examples, which may require the use of a risk agreement, 1) the resident: needs services or accommodations beyond that which assisted living provides, 2) refuses needed services, 3) fails to obtain needed services for which they agreed to be responsible. These agreements are maintained in the resident's record.

Room Change Policy

It is our policy to notify the resident and/or responsible party if a room change becomes necessary or per resident request. If the responsible party cannot be reached by phone, a certified letter will be sent.

Skilled Nursing Care in Assisted Living

Assisted living may admit or retain individuals who require skilled nursing care beyond the supervision of special diets or administration of medication only if the care will be provided on a part-time, intermittent basis (less than 8 hours/day or less than 40 hours/week) for not more than a total of 120 days in any twelve month period except for Hospice skilled nursing care which can be extended beyond the 120 days.

“Skilled nursing care” means procedures that require technical skills and knowledge beyond those the untrained person possesses and that are commonly employed in providing for the physical, mental, and emotional needs of the ill or otherwise incapacitated. “Skilled nursing care” includes, but is not limited to, the following:

- Irrigations, catheterizations, application of dressings (if not performed by the residential care facility), and supervision of calculated diets;
- Objective observation of changes in the resident's condition as a means of analyzing and determining the nursing care required and the need for further medical diagnosis and treatment;
- Special procedures contributing to rehabilitation;
- Carrying out other treatments prescribed by the physician that involve a similar level of complexity and skill in administration.

Smoking

Ohio Living Cape May is a smoke-free, tobacco-free campus.

Telephones

Telephones are provided in each assisted living room. If the resident wishes to have a preferred phone in their room, they are free to bring it to assisted living.

Therapy

We offer physical, occupational, and speech therapies. We can assist you in arranging for in-home or outpatient therapy services in assisted living. Licensed therapists provide a free consultation and evaluation. They will discuss any problems or limitations you may be having. Consult with your physician and contact your insurance carrier regarding coverage.

Transportation

We supply scheduled transportation to physician appointments, banks, shopping, and social events. Inquire at the front desk for a current schedule. We encourage the family to assist with transporting and accompanying a resident to outside appointments. See the Activities Coordinator for details.

Volunteers

Residents from our campus and people from the community serve as volunteers assisting in many areas. Duties may include friendly visiting, medical escort, entertainment, crafts or clerical assistance. All residents and board members are encouraged to volunteer. Family members and friends are invited to participate in our volunteer program by contacting the Activities Coordinator.

Voting

Change of address forms and voter registrations can be obtained through the Board of Elections. Voting is done through absentee ballot. Contact the Activities or Social Services Departments for further information.

Visiting

Our doors are open to families and friends 24 hours a day. In addition to casual visiting in a resident's room, lounges are located throughout the community. Strict privacy for visits can be arranged at any time. For outings or home visits, we do appreciate advance notice so we can have the resident prepared to depart timely. Please use the sign-out book; staff members can direct you to its location.

OHIO LIVING RIGHTS AND RESPONSIBILITIES OF RESIDENTS

(For all levels of care)

1. Age and Conduct. The Resident must be at least 55 years of age. Resident promises to conduct himself/herself in a socially acceptable manner, consistent with the peace and harmony of the Ohio Living community.
2. Loss or damage. Resident is responsible for any loss, damage, or theft, or any other cause, of Resident's personal property. Ohio Living will not be responsible for Resident's losses of money or property.
3. Personal items. Resident is responsible for providing for himself/herself with suitable and sufficient clothing and personal necessities at Resident's own expense.
4. Maintenance of Unit. Resident shall maintain the Unit in a good, clean and orderly condition, free of waste and other abuses at his or her own expense. Resident promises to:
 - a. Keep the Unit in a safe and sanitary condition;
 - b. Dispose of all trash in the areas designated for such use by Ohio Living at such times as designated by Ohio Living;
 - c. Use all electrical and plumbing fixtures in a proper manner and keep them clean and operational;
 - d. Not destroy or damage the Unit in any way, and forbid his or her guests from destroying or damaging the Unit in any way; and
 - e. Abide by and comply with all laws, housing, health and safety codes and regulations.
 - f. If a resident is unable to meet one or more of these responsibilities due to disability, the Resident with disabilities may request the provision of reasonable accommodation and/or a reasonable modification of the unit to assist the Resident maintain compliance.
 - g. In the event that Resident does damage or causes repairs to be made by Ohio Living to the Unit due to the wrongful conduct or negligence of the Resident or his or her guests, the Resident promises to promptly pay Ohio Living for the damage when billed.
 - h. Resident further agrees that no alterations, additions or improvements shall be made to the interior or exterior of the Unit without prior written consent of Ohio Living. Upon vacating the Unit, Resident may not remove any such additions and improvements without the prior written consent of Ohio Living. Unless such consent is granted, all additions and improvements shall become the property of Ohio Living. Resident shall promptly pay for

all work and materials for all alterations, additions, and improvements to the Unit. Resident shall promptly discharge and pay any and all mechanic's liens arising from any such alterations, additions or improvements to the Unit. Ohio Living, in its sole discretion, may require Resident, at his/her sole cost and expense, to restore and return the Unit to its original condition.

5. Damage to Ohio Living' property. Resident is responsible for payment for any loss or damage to any community at Ohio Living or its property caused by Resident or any person or animal in Resident's charge.
6. Insurance. Resident is responsible for providing personal property and liability insurance to cover Resident, Resident's guests, and Resident's possessions. If Resident has an authorized personal mobility aid device and causes damage or injury, Ohio Living will not be liable for any damage or injury unless caused by Ohio Living' own negligence. Ohio Living will not be responsible for and Ohio Living' insurance will not protect Resident against any loss or damage to Resident's personal property from theft, fire, or other cause. Resident and Ohio Living each agree to and hereby do waive all rights of recovery and causes of action against the other for damage to property caused by any of the perils covered by any of their respective policies of insurance as now or hereafter in force, notwithstanding that any such damage or destruction may be due to the negligence of either party, or persons claiming under or through them.
7. Attending Physician. This provision does not apply to those residents in Ohio Living' Independent Living facilities. However, Ohio Living does strongly encourage Independent Living residents to be under the medical care of a licensed physician. Resident in licensed areas will agree to be under the medical care of an attending licensed physician chosen by Resident, subject to the physician meeting the requirements of Ohio Living' Physician Credentialing Policy. In the event that the Resident's physician (a) is unavailable in the event of an emergency or (b) fails to comply with Ohio Living rules or procedures or applicable local, state or federal law, the Resident shall immediately choose another physician who agrees to follow and abide by the rules, policies, and procedures of Ohio Living and of the state and federal governments. Ohio Living may require the Resident to utilize the services of Ohio Living' medical director or another physician. The Resident understands and acknowledges that the attending physician is not an employee of Ohio Living and that Ohio Living is neither liable nor responsible for the acts or omissions of the attending physician. Resident acknowledges that he/she remains responsible for fees due his/her physician.
8. Guardianship. Resident agrees that if he/she becomes unable to handle his/her personal or financial affairs and does not have a duly authorized representative, or in the event that any duly authorized representative whom Resident has previously appointed is not properly providing for Resident's care, Resident authorizes Ohio

Living, in its discretion, unless otherwise agreed in advance, to apply to a court of competent jurisdiction for appointment of a Guardian for Resident and/or Resident's estate.

9. Financial Disclosure. If requested every two (2) years, Resident agrees to provide Ohio Living an updated financial disclosure report and a federal income tax return. Resident also agrees to provide an updated financial disclosure report (i) if requested by Ohio Living, upon Resident moving permanently from one level of care into another in the Ohio Living community or (ii) upon Resident's request for Financial Assistance. In all cases, requested reports shall be provided within 60 days.
10. Ohio Living Facilities. Resident may share with all residents the use of the common grounds and facilities at Ohio Living in any manner consistent with Ohio Living' policies.
11. Residential Use. Resident's Unit is for residential purposes and may be used in any manner consistent with Ohio Living' policies.
12. Changes In Occupancy Status. In the event that Resident has a subsequent change in his/her occupancy status, i.e. through marriage or divorce, Ohio Living may require the execution of a new agreement and/or the payment of additional fees. Any additional party subsequently residing with Resident in the Ohio Living community may be required to qualify for admission to Ohio Living.

(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.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Who We Are

This Notice of Privacy Practices (“Notice”) describes the privacy practices of Ohio Living including all Ohio Living Life Plan Communities, Ohio Living Home Health & Hospice, and their physicians, nurses, and other personnel. It applies to services furnished to you at any Ohio Living site or location.

II. Our Privacy Obligations

We are required by law to maintain the privacy of your health information (“Protected Health Information” or “PHI”) and to provide you with this Notice of our legal duties and privacy practices with respect to your PHI. We are also obligated to notify you following a breach of unsecured PHI. When we use or disclose your PHI, we are required to abide by the terms of this Notice (or other notice in effect at the time of the use or disclosure).

III. Permissible Uses and Disclosures Without Your Written Authorization

In certain situations, which we describe in Section IV below, we must obtain your written authorization in order to use and/or disclose your PHI. However, we do not need any type of authorization from you for the following uses and disclosures:

- A. **Uses and Disclosures For Treatment, Payment and Health Care Operations.**
We may use and disclose PHI, but not your “Highly Confidential Information” (defined in Section IV.C below), in order to treat you, obtain payment for services provided to you and conduct our “health care operations” as detailed below:
- **Treatment.** We may use and disclose your PHI to provide treatment, for example, to diagnose and treat your injury or illness. We may also disclose PHI to other health care providers involved in your treatment.
 - **Payment.** In most cases, we may use and disclose your PHI to obtain payment for services that we provide to you – for example, disclosures to claim and obtain payment from your health insurer, HMO, or other company that arranges or pays the cost of some or all of your health care (“Your

Payor”) to verify that Your Payor will pay for health care.

- **Health Care Operations.** We may use and disclose your PHI for our health care operations, which include internal administration and planning and various activities that improve the quality and cost effectiveness of the care that we deliver to you. For example, we may use PHI to evaluate the quality and competence of our physicians, nurses and other health care workers. We may disclose PHI to our Patient Relations Coordinator in order to resolve any complaints you may have and ensure that you have a comfortable visit with us.

We may also disclose PHI to your other health care providers when such PHI is required for them to treat you, receive payment for services they render to you, or conduct certain health care operations, such as quality assessment and improvement activities, reviewing the quality and competence of health care professionals, or for health care fraud and abuse detection or compliance.

We participate in one or more Health Information Exchanges. Your healthcare providers can use this electronic network to securely provide access to your health records for a better picture of your health needs. We and other healthcare providers may allow access to your health information through the Health Information Exchange for treatment, payment or other healthcare operations. This is a voluntary agreement. You may opt out at any time by notifying the Medical Records Department.

B. Use or Disclosure for Directory of Individuals in Ohio Living. We may include your name, location in Ohio Living, general health condition and religious affiliation in a patient directory without obtaining your authorization unless you object to inclusion in the directory. Information in the directory may be disclosed to anyone who asks for you by name or members of the clergy; provided, however, that religious affiliation will only be disclosed to members of the clergy.

C. Disclosure to Relatives, Close Friends and Other Caregivers. We may use or disclose your PHI to a family member, other relative, a close personal friend or any other person identified by you when you are present for, or otherwise available prior to, the disclosure, if we (1) obtain your agreement; (2) provide you with the opportunity to object to the disclosure and you do not object; or (3) reasonably infer that you do not object to the disclosure.

If you are not present, or the opportunity to agree or object to a use or disclosure cannot practicably be provided because of your incapacity or an emergency circumstance, we may exercise our professional judgment to determine whether a disclosure is in your best interests. If we disclose information to a family member, other relative or a close personal friend, we would disclose only information that

we believe is directly relevant to the person's involvement with your health care or payment related to your health care. We may also disclose your PHI in order to notify (or assist in notifying) such persons of your location, general condition or death.

D. Fundraising Communications. We may contact you to request a tax-deductible contribution to support important activities of Ohio Living. In connection with any fundraising, we may disclose to our fundraising staff demographic information about you (e.g., your name, address and phone number) and dates on which we provided health care to you, without your written authorization. You have the right to opt out of receiving fundraising communications and may do so by calling 800.686.7800, ext. 160 or by sending an email to foundation@ohioliving.org.

E. Public Health Activities. We may disclose your PHI for the following public health activities: (1) to report health information to public health authorities for the purpose of preventing or controlling disease, injury or disability; (2) to report child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports; (3) to report information about products and services under the jurisdiction of the U.S. Food and Drug Administration; (4) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and (5) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

F. Victims of Abuse, Neglect or Domestic Violence. If we reasonably believe you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to a governmental authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

G. Health Oversight Activities. We may disclose your PHI to a health oversight agency that oversees the health care system and is charged with responsibility for ensuring compliance with the rules of government health programs such as Medicare or Medicaid.

H. Judicial and Administrative Proceedings. We may disclose your PHI in the course of a judicial or administrative proceeding in response to a legal order or other lawful process.

I. Law Enforcement Officials. We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena.

J. Decedents. We may disclose your PHI to a coroner or medical examiner as authorized by law.

K. Organ and Tissue Procurement. We may disclose your PHI to organizations that facilitate organ, eye or tissue procurement, banking or transplantation.

L. Research. We may use or disclose your PHI without your consent or authorization if an Institutional Review Board or Privacy Board approves a waiver of authorization for disclosure.

M. Health or Safety. We may use or disclose your PHI to prevent or lessen a serious and imminent threat to a person's or the public's health or safety.

N. Specialized Government Functions. We may use and disclose your PHI to units of the government with special functions, such as the U.S. military or the U.S. Department of State under certain circumstances.

O. Workers' Compensation. We may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or other similar programs.

P. As Required By Law. We may use and disclose your PHI when required to do so by any other law not already referred to in the preceding categories.

IV. Uses and Disclosures Requiring Your Written Authorization

A. Use or Disclosure with Your Authorization. We must obtain your written authorization for most uses and disclosures of psychotherapy notes, uses and disclosures of PHI for marketing purposes, and disclosures that constitute the sale of PHI. Additionally, other uses and disclosures of PHI not described in this Notice will be made only when you give us your written permission on an authorization form ("Your Authorization"). For instance, you will need to complete and sign an authorization form before we can send your PHI to your life insurance company or to the attorney representing the other party in a lawsuit in which you are involved.

B. Uses and Disclosures of Your Highly Confidential Information. Federal and state law requires special privacy protections for certain highly confidential information about you ("Highly Confidential Information"). This Highly Confidential Information may include the subset of your PHI that: (1) is maintained in psychotherapy notes; (2) is about mental health and developmental disabilities services; (3) is about alcohol and drug abuse prevention, treatment and referral; (4) is about HIV/AIDS testing, diagnosis or treatment; (5) is about sexually-transmitted disease(s); (6) is about genetic testing; (7) is about child abuse and neglect; (7) is about domestic abuse of an adult with a disability; or (8) is about sexual assault. In order for us to disclose your Highly Confidential Information for a purpose other than those permitted by law, we must have Your Authorization.

C. Revocation of Your Authorization. You may withdraw (revoke) Your Authorization, or any written authorization regarding your Highly Confidential

Information (except to the extent that we have taken action in reliance upon it) by delivering a written statement to the Privacy Official identified below. A form of Written Revocation is available upon request from the Privacy Official.

V. Your Rights Regarding Your Protected Health Information

A. For Further Information; Complaints. If you would like more information about your privacy rights, if you are concerned that we have violated your privacy rights, or if you disagree with a decision that we made about access to your PHI, you may contact our Privacy Official. Also, you may make a complaint by calling the Ohio Living Corporate Hotline at 877. 780.9366. You may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. Upon request, the Privacy Official will provide you with the correct address for the Director. We will not retaliate against you if you file a complaint with us or the Director.

B. Right to Request Additional Restrictions. You *have the right to request a restriction on the uses and disclosures of your PHI (1) for treatment, payment and health care operations purposes, and (2) to individuals (such as a family member, other relative, close personal friend or any other person identified by you) involved in your care or with payment related to your care. For example, you have the right to request that we not disclose your PHI to a health plan for payment or health care operations purposes, if that PHI pertains solely to a health care item or service for which we have been involved and which has been paid out of pocket in full. Unless otherwise required by law, we are required to comply with your request for this type of restriction. For all other requests for restrictions on use and disclosures of your PHI, we are not required to agree to your request, but will attempt to accommodate reasonable requests when appropriate.* If you wish to request additional restrictions, please obtain a request form from our Privacy Official and submit the completed form to the Privacy Official. We will send you a written response.

C. Right to Receive Confidential Communications. You may request, and we will accommodate, any reasonable written request for you to receive your PHI by alternative means of communication or at alternative locations.

D. Right to Inspect and Copy Your Health Information. You may request access to your medical record file and billing records maintained by us in order to inspect and request copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you would like to access your records, please obtain a record request form from the Privacy Official and submit the completed form to the Privacy Official. If you request copies, we will charge you a cost-based fee, consistent with Ohio law, that includes (1) labor for copying the PHI; (2) supplies for creating the paper copy or electronic media if you request an electronic copy on portable media; (3) our postage costs, if you request that we mail the

copies to you; and (4) if you agree in advance, the cost of preparing an explanation or summary of the PHI.

E. Right to Amend Your Records. You have the right to request that we amend PHI maintained in your medical record file or billing records. If you desire to amend your records, please obtain an amendment request form from the Privacy Official and submit the completed form to the Privacy Official. We will comply with your request unless we believe that the information that would be amended is accurate and complete or other special circumstances apply.

F. Right to Receive An Accounting of Disclosures. Upon request, you may obtain an accounting of certain disclosures of your PHI made by us during any period of time prior to the date of your request provided such period does not exceed six years. If you request an accounting more than once during a twelve (12) month period, we will charge you \$0.75 per page of the accounting statement. We will inform you in advance of any fee and provide you with an opportunity to withdraw or modify the request.

G. Right to Receive A Copy of this Notice. Upon request, you may obtain a copy of this Notice, either by email or in paper format. Please submit your request to:

Privacy Official
Ohio Living
9200 Worthington Road, Suite 300
Westerville, Ohio 43082
Phone: 614. 888.7800

VI. Effective Date and Duration of This Notice

A. Effective Date. This Notice is effective on January 1, 2014.

B. Right to Change Terms of this Notice. We may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all Protected Health Information that we maintain, including any information created or received prior to issuing the new notice. If we change this Notice, we will post the new notice in waiting areas around CE and on our Internet site at www.ohioliving.org/privacy. You also may obtain any new notice by contacting the Privacy Official.

VII. Privacy Official

You may contact the Privacy Official at:
Privacy Official, Ohio Living, 9200 Worthington Road, Suite 300
Westerville, Ohio 43082. Phone: 614. 888.7800

OHIO LIVING HOTLINE

If you are unable to settle a grievance at the community, please call the Ohio Living hotline. All callers to the hotline remain anonymous unless the caller chooses to identify himself. It is a third-party administrated service. The calls do not come into Ohio Living.

HOTLINE NUMBER: 1.877.780.9366

Clinton County Resident Rights Advocates

The following list of addresses and telephone numbers must be provided to each resident and sponsor prior to or at the time of admission and to each member of the nursing home's staff and posted prominently In the home as required by Ohio Revised Code §3721.12 (A)(C).

LOCAL OFFICE OF THE LONG-TERM CARE OMBUDSMAN PROGRAM

PRO SENIORS, Inc.

105 East Fourth Street, Suite 1715
Cincinnati, OH 45202-4008

800.488.6070

513.345.4160

Fax 513.621.5613

PROTECTION AND ADVOCACY ORGANIZATION FOR MENTALLY ILL AND DEVELOPMENTALLY DISABLED

Ohio Legal Rights

8 East Long Street
Columbus, OH 43215

800.282.9181

614.466.7264

STATE OFFICE OF THE DEPARTMENT OF AGING/ OFFICE OF THE LONG-TERM CARE OMBUDSMAN PROGRAM

Ohio Department of Aging

50 West Broad Street
Columbus, OH 43266

800.282.1206

614.466.5500

Fax 614.466.5741

LOCAL OFFICE OF THE DEPARTMENT OF AGING

Council on Aging of Southwestern Ohio

644 Linn Street, Suite 1100
Cincinnati, OH 45203

800.252.0155

513.721.1025

Fax 513.721.0090

STATE DEPARTMENT OF HEALTH

Ohio Department Of Health

246 N. High Street
Columbus, OH 43215

614.466.3543

NURSING HOME COMPLAINT HOTLINE

800.342.0553

LOCAL DEPARTMENT OF HEALTH

Clinton County Board of Health

111 S. Nelson, Suite 1
Wilmington, OH 45177

937.382.3829
Fax 937.382.7027

DISTRICT OFFICE OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Ohio Department of Job and Family Services

Cincinnati District Office
100 East Eighth Street, Fourth Floor
Cincinnati, OH 45202-2194

800.686.1571 or
852.3143
513.852.3280
Fax 513.852.2842
TTY/TDD 513.621.8005

LOCAL OFFICE DEPARTMENT OF JOB AND FAMILY SERVICES

Clinton County Department of Job and Family Services 937.382.0963

180 East Sugartree Street
Wilmington, Ohio 45177-0631

Fax 937.382.7039

STATE OF OHIO ATTORNEY GENERAL

Office of the Attorney General

101 E. Town Street, 5th Floor
Columbus, OH 43266

Abuse/Neglect Hotline

800.642.2873
800.64ABUSE

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Our mission is to provide adults with caring and quality services
toward the enhancement of physical, mental and spiritual well-being
consistent with the Christian Gospel.



Ohio Living

Cape May

FAITH + COMPASSION + COMMUNITY

175 Cape May Drive | Wilmington, Ohio 45177

P 937.382.2995 **F** 937.382.2994

ohioliving.org

