**Policy**

Through written, signed Risk Agreements, the Director of Nursing or designee identifies the risks inherent in a decision made by a resident or sponsor not to receive a service provided by the facility. These agreements are maintained in the resident’s Electronic Medical Record.

# **Procedure**

1. Ohio Living Communities may enter into a risk agreement with a resident or the resident's sponsor with the consent of the resident.
2. Under a risk agreement, the resident or sponsor 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 resident and/or the resident’s sponsor will have 72 hours to decide whether they wish to accept or decline a recommendation/service offered.
3. The community shall identify the risks inherent in a decision made by a resident or sponsor not to receive a service provided by the facility.
4. The following situations may arise and may require the use of a risk agreement. The resident:
5. Needs services or accommodations beyond that which the facility provides, OR
6. Refuses needed services, OR
7. Fails to obtain needed services for which they agreed to be responsible.
8. If any of the above situations occur, then, except in emergency situations, the following should take place:
9. The facility will meet with the resident, and/or sponsor to discuss the resident’s condition, and
10. Discuss the options available, including those available through a Medicaid waiver program, and
11. Discuss the consequences of each option.
12. The Risk Agreement Observation will be completed and a copy will be given to the resident and/or sponsor.
13. The responsible party will sign the Risk Agreement and the signed copy will be scanned in the resident’s medical record.
14. If the lack of needed services has resulted in a significant adverse change in the resident, the facility will provide or arrange for the provision of any needed service that the resident has not refused, until the resident is discharged or transferred or a mutually acceptable agreement which does not jeopardize the resident or others.