



Assisted Living

RESIDENT HANDBOOK



Ohio Living
Dorothy Love

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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.

The Story of Ohio Living Dorothy Love

Ohio Living Dorothy Love is situated on 294 acres of rich farmland, just two and one-half miles northwest of Sidney, Ohio. Here was the beginning of Ohio Living (formerly Ohio Presbyterian Retirement Services) and the ministry of the Presbyterian Church to its aging members.

In 1921, the members of the Sarah Kyle Bible Class in Troy, Ohio found one of their faithful members in need of a Christian home in her later years. They petitioned the Presbytery of Dayton, which in turn appealed to the Synod of Ohio, and they voted to establish the Ohio Presbyterian Homes as a first step on a statewide program for caring for such deserving persons.

In Sidney, other circumstances were developing to hasten the fulfillment of this plan. Dorothy Love, a beautiful girl of seven, was the daughter of the Presbyterian Minister. Dorothy had so won the affection of an elderly bachelor and his sisters that they wished to provide for her education. This generous intention was never carried out, for Dorothy ran out in front of the manse one day and was killed by a passing automobile. The substance that was to have been hers was turned over to the newly projected plan of the church, the founding of a home for the aged. Moses Russell and his sisters, Martha and Elizabeth, gave to the Ohio Presbyterian Homes the 294 acres of farmland in memory of the little girl and their parents, Moses and Mary Russell. This is the site of Ohio Living Dorothy Love.

The original building, Russell Hall, was opened in December 1925 and was expanded in 1954. In December 1975, a new facility was opened. This facility, The Main Building, now provides 66 beds for long-term nursing care, and 23 assisted living units. There is also a specialized area for memory care. Ohio Living Dorothy Love has grown with the addition of 52 freestanding homes consisting of single-family dwellings and duplexes. In 1988, a 72-unit apartment complex was added to increase our independent living services. We also offer the Amos Community Center and the Oliver and Peg Amos Chapel. In 2015, the Rehab Studios opened, and in 2017, the Sargeant Family Center for Aquatic Therapy and Rehab opened.

Ancillary Charges

Administration

Guest Room _____	\$65/night
Garage Rental _____	\$35/month

Beauty/Barber

Shampoo & Set _____	\$15
Shampoo, Blow Dry, Curling Iron _____	\$14
Hair Cut – Men’s _____	\$13
Hair Cut – Women’s	
Level 1 _____	\$15
Level 2 _____	\$17
Level 3 _____	\$22
Set & Cut _____	\$20
Shampoo Only _____	\$5
Perms (Includes Haircut & Set) _____	\$58
Color Tint _____	\$47
Color & Cut _____	\$55

Dining Services

Horizons Dining Room (Assisted Living)

Resident _____	\$5.50
Non-Resident _____	\$7.50

Maintenance

Additional Maintenance Labor Charge _____	\$30/hour
(Above and beyond normal repairs)	
Replace Lost Key _____	\$5

Medical Records

If request made by resident or resident's representative:

First 10 pages _____	\$3.31 per page
Pages 11 through 50 _____	\$0.69 per page
Pages 51 and higher _____	\$0.27 per page
Data recorded other than on paper _____	\$2.27 per page
Cost of Postage _____	Actual cost

If request made by someone other than resident or resident's representative:

Initial Fee for Records Search _____	\$22.33
First 10 pages _____	\$1.47 per page
Pages 11 through 50 _____	\$0.76 per page
Pages 51 and higher _____	\$0.30 per page
Data recorded other than on paper _____	\$2.38 per page
Cost of Postage _____	Actual cost

Therapy

Private pay, when not covered by insurance (1 unit = 15 minutes)

Rehabilitation/Therapy Service _____	\$75 per unit
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Transportation

Private Pay Rates

Group (5 or more in Sidney) _____	\$3
Zone 1 _____	\$16.50
Zone 2 _____	\$27
Zone 3 _____	\$42
Zone 4 _____	\$57
Zone 5 _____	\$67
Zone 6 _____	\$75
Transportation to Vandalia Airport _____	\$55
Companion Services _____	\$20 per hour

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 or 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 right to accept or refuse medical or surgical treatment and his 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 nursing homes and Assisted Living Centers 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 Activity Director 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 in the Main Building. Appointments may be made through the nursing staff. This service can be added to your monthly statement.

Bed/Room Hold Policy

In the event hospitalization is required, you or a family member may continue payment in order to hold a bed.

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 nursing staff.

Electronic Monitoring

This facility complies with the Electronic Monitoring Statute pursuant to Ohio Revised Code § 3721.60 – 3721.67. Residents or their attorney-in-fact or guardian pursuant to the statute and this facility's electronic monitoring policy and procedure, have the right to place an electronic monitoring device in the resident's room after appropriate

consent and notification requirements are met by the resident and any roommate. It is the facility's policy not to prohibit or retaliate against a resident for conducting electronic monitoring pursuant to the law. Please contact the Administrator for a full copy of the electronic monitoring policy and procedure (policy), or for any additional questions.

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 available for your use. All food left for residents must be in airtight containers that are dated and labeled with his/her name. Alcoholic beverages supplied by the resident or family are kept in a central area and are available with the consent of a physician.

Funds for Personal Use

We offer interest bearing personal use funds (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 Christmas 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. Our assisted living has a resident committee that meets monthly, where concerns can be discussed. 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 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 Receptionist 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 room by staff or volunteers. Assistance with mailing letters and purchasing postage can be obtained through the social services and our activities department.

Medical Services

We contract with a licensed physician who serves as the Medical Director and coordinates medical care to ensure that it is appropriate and adequate.

Your care is always under the supervision of a licensed physician. You have the right to choose any licensed physician who agrees to enter into a contract with us and fulfills the Ohio Living credentialing requirement.

Many physicians do not include nursing home visits as part of their practice. If your physician does not, or is unavailable during your stay, you will be provided with a list of physicians who have met our requirements and wish to partner with us. A podiatrist, optometrist, audiologist and a dentist are also available to you on a regular basis. Appointments can be made through the nursing staff.

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

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.

Payment of Bills

We accept a variety of payment plans and insurances. If you have any questions regarding your bill, please contact the name on your statement at 800.686.7800. The following are explanations of different payment options that may be used.

Medicaid

Medicaid is a state-funded social program that will pay the cost of care for any Medicaid Certified Nursing facility, providing the resident's personal funds have been depleted. If it becomes apparent that your funds are soon to be exhausted, you or your representative should contact the Business Office Coordinator approximately two months before the funds are depleted so we can assist you with the Medicaid application process.

Third Party Insurance Coverage

Not all insurance will pay for nursing care and many will not pay unless Medicare approves of the stay. Personal insurance should be examined for coverage provisions in an extended care facility. It is the resident and/or family's responsibility to determine coverage with the insurance company.

Personal Furnishings

Everyone is welcome to add personal touches to their room. Maintenance will hang pictures at your request. Please discuss the appropriateness of furnishings or TV's with the nursing supervisor or social services before bringing them in. Any adaptive equipment, such as a wheelchair, may be brought for personal use.

Pharmacy

We utilize the services of several pharmacies. They promptly deliver emergency and routine medications. In addition, the pharmacist comes to make monthly visits to review medications. You will be billed directly by the pharmacy if you are paying privately, otherwise they will bill the correct third party payer. Residents may use any pharmacy that adheres to all State and Federal regulations as well as our policies. Ohio Living requires that medications be packaged in unit doses and narcotics are handled separately.

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 or Administrator to read the policy in its entirety.

Religious Services

Ecumenical religious services are held every Sunday. Should you wish to have your pastor conduct a service, contact the chaplain who will make arrangements.

Risk Agreements

In assisted living center and sometimes in the health care center, we sometimes use written, signed risk agreements, which identify the risks inherent in a decision made by a resident 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 the RCF 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 or Roommate Policy for Change

It is our policy to notify the resident and/or responsible party if a room change becomes necessary.

If there are problems between roommates, all attempts will be made by staff to resolve the problems. If our attempts are unsuccessful, the resident with the complaint will be given the opportunity to move to another available room.

Smoking

Smoking and the use of tobacco have been clearly identified as a major cause of preventable disease and death. Because we are committed to protecting the health of those living and working here, smoking is prohibited within Ohio Living Dorothy Love buildings, vehicles and grounds except the designated smoking area, which is located outside Door #8, the service entrance. This policy applies to all employees, volunteers, visitors, residents, contractors and vendors.

Telephones

The cost of telephone service is not covered in your daily rate. Telephone service in assisted living is the responsibility of the resident. If you choose not to have a phone installed, a phone will be made available for personal, private calls. Please notify the nurse or nursing assistant on duty when you need to make a call.

Therapy

We offer physical, occupational and speech therapies. We can assist you in arranging for In-home therapy service in assisted living, as well. 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

Ohio Living Dorothy Love can provide transportation. Arrangements are usually made by the nurse. If you need to schedule the trip, call 937.497.6533. There are times that other transportation providers may be used. We encourage the family to assist with transporting and accompanying a resident to outside appointments. Arrangements for transportation can also be made with local ambulance companies.

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 Volunteer Coordinator.

Voting

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

Visiting

Families can visit 24 hours a day. However, suggested visiting hours are from 11 a.m. to 8 p.m. Please include children and pets in your visits. In addition to casual visiting in a resident's room, lounges are located throughout the facility. 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 located on each unit. Any staff member can direct you to it.

Pets

Pets must be examined and vaccinated by a veterinarian at least yearly. Veterinary records must be kept by the pet owner and available to Ohio Living Dorothy Love on request. Any damage caused by the pet will be the responsibility of the owner. Pets must be quiet, housebroken and not destructive. Dogs must be on a leash. Ohio Living Dorothy Love employs a “one bite” rule. Any biting incident must be reported and will be investigated. The animal will not be allowed on campus again.

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.



Ohio Revised Code

Section 3721.13 Residents' rights.

Effective: October 17, 2019

Legislation: House Bill 166 - 133rd General Assembly

(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.

(33) The right, if the resident has requested the care and services of a hospice care program, to choose a hospice care program licensed under Chapter 3712. of the Revised Code that best meets the resident's needs.

(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.

Shelby 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

Long-term Care Ombudsman Program	937-223-4613
11 W. Monument, Suite 606	800-395-8267
Dayton, OH 45402	Fax 937-228-1183

Protection and Advocacy Organization for Mentally Ill and Developmentally Disabled	
Disability Rights Ohio	800-282-9181
200 Civic Center Drive, Suite 300	614-466-7264
Columbus, OH 43215	

State Office of the Department of Aging/Office of the Long-Term Care Ombudsman Program

Ohio Department of Aging	800-266-4346
30 East Broad Street, 22nd floor	Fax 614-644-5201
Columbus, Ohio 43215	Hot Line 800-282-1206

Local Office of the Department of Aging - *Contact for information about returning to the community*

Area Agency on Aging, PSA 2	800-258-7277
40 W. Second Street, Suite 400	937-223-4357
Dayton, OH 45402	Fax 937-341-3005

State Department of Health

Ohio Department of Health	614-466-3543
246 N. High Street	
Columbus, OH 43215	

Nursing Home Grievance and Complaint Hotline	1-800-342-0553
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Local Department of Health

Shelby County Health District
202 W. Poplar St.
Sidney, OH 45365

937-498-7249
Fax 937-498-7013

District Office of the Ohio Department of Job and Family Services

Ohio Department of Job and Family Services 800-686-1571 or 852-3143
Cincinnati District Office 513-852-3280
100 East Eighth Street, Fourth Floor Fax 513-852-2842
Cincinnati, OH 45202-2194 TTY/TDD 513-621-8005

To Report Medicaid Fraud: Call the numbers above or complete a form online at <http://jfs.ohio.gov/fraud/index.stm>

Local Office Department of Job and Family Services

Shelby County Department of Job and Family Services 937-498-4981
227 South Ohio Avenue Fax 937-498-7396
Sidney, Ohio 45365

State of Ohio Attorney General

Office of the Attorney General Abuse/Neglect Hotline
150 E Gay St 21st Floor 1-800-642-2873
Columbus, OH 43215 1-800 64ABUSE

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toward the enhancement of physical, mental and spiritual well-being
consistent with the Christian Gospel.



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Dorothy Love

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