



Long-Term Care and Rehabilitation

RESIDENT HANDBOOK



Ohio Living
Breckenridge Village

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Ohio Living
Breckenridge Village

FAIRMOUNT HEALTH AND REHABILITATION CENTER

Long-Term Nursing Care & Rehabilitation Resident Handbook

IMPORTANT INFORMATION – REVIEW ASAP

THIS HANDBOOK CONTAINS VERY IMPORTANT INFORMATION REGARDING YOU (OR YOUR LOVED ONE'S) STAY IN OUR FACILITY. YOU SHOULD READ IT AS SOON AS YOU CAN, AND CERTAINLY WITHIN THE FIRST THIRTY (30) DAYS AFTER ADMISSION. YOU SHOULD RAISE ANY QUESTIONS OR CONCERNS THAT YOU HAVE ABOUT ANY OF THE INFORMATION IN THIS HANDBOOK RIGHT AWAY.

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Welcome

We welcome you and thank you for choosing Ohio Living Breckenridge Village Fairmount Health and Rehabilitation Center (FHRC). Whether you are a new resident, patient, family member or friend of a new resident we sincerely hope that your association with Ohio Living Breckenridge Village will be a pleasant one.

We have established a number of policies, procedures and rules with which we expect all individuals associated with our Facility to abide. This Handbook outlines some of those rules and policies and provides a brief description of the various services that we provide. We urge you to read this Handbook carefully, so that you may become aware of our expectations and of the various services that are available.

We are very proud of our Facility, and we believe that it is a great place to receive temporary services, or to live for a longer term basis. We are always striving to meet the needs of our residents, and our staff love to receive feedback about how we are doing. If we are doing something well, then please share that compliment with us so that we can continue to provide that service, and to let our employees know that their hard work is appreciated. In addition, if you have suggestions regarding how we can better serve you, then please share those with us as well. We look forward to your residence with us.

Again, we thank you for choosing Ohio Living Breckenridge Village.

It is very important that you review this Handbook CAREFULLY within the first thirty (30) days of admission to our Facility, and that you raise any questions or concerns that you may have.

GENERAL INFORMATION

(A) Hours of Operation

The following are the hours of operation for the various departments of Ohio Living Breckenridge Village:

Activities _____	8 a.m. to 5 p.m. (Mon & Fri)
	8 a.m. to 8 p.m. (Tues/Wed/Thurs)
	9 a.m. to 5 p.m. (Sat & Sun)
Administration _____	9 a.m. to 5 p.m.
Business Office _____	9 a.m. to 4:30 p.m.
Beauty & Barber Shop _____	9 a.m. to 3 p.m. (Tues-Fri)
Culinary Services _____	6 a.m. to 8 p.m.
Housekeeping _____	7 a.m. to 11 p.m.
Laundry _____	7 a.m. to 11 p.m.
Maintenance _____	7 a.m. to 11 p.m.
Nursing _____	24 hours a day, 7 days a week
Receptionist _____	8 a.m. to 8 p.m., 7 days-a-week
Security _____	24 hours a day, 7 days a week
Social Service. _____	8:30 a.m. to 5 p.m.
Therapy _____	7 a.m. to 5 p.m.

(B) Visitation

The main entrance is open 7:30am–8:00pm. We request that general visiting hours remain between those hours, however, you are welcome to visit any time.

Residents have the right to receive visitors of their choice. Ohio Living Breckenridge Village affords same sex spouses and domestic partners equal treatment for visitation purposes.

(C) Your Contact Information

Your address at Ohio Living Breckenridge Village is:

Your Name
Room Number
36855 Ridge Road
Willoughby, OH 44094

PAYMENT

The U.S. Department of Health and Human Services has developed a website that contains information regarding paying for long-term care, which you may wish to visit in order to supplement the information contained in this Handbook. The website may be accessed at www.longtermcare.gov.

(A) Basic Rate

The Basic Rate may be adjusted by Ohio Living Breckenridge Village at any time upon 60-days prior written notice to the Resident, in accordance with applicable law. In addition, if the Resident's payment source changes at any time during the Resident's stay, the fees and charges to be paid by You may be adjusted upon provision of written notice.

The following services and supplies are included in the Basic Rate: routine nursing care; room; meals; activities; medically-related social services; housekeeping & linens; personal laundry; and routine personal hygiene items.

The Basic Rate does not include additional non-routine services and supplies that are provided in accordance with the orders of the Resident's attending physician and/or upon Your request or consent. These Additional Services will be billed separately to You or to a third party payer when applicable. The Additional Services may include, but are not limited to, the following:

- Non-routine nursing care
- Non-routine medical equipment
- Physician services
- Prescription and certain non-prescription medications
- Therapy services
- Personal care/comfort items (including, without limitation, private telephone expenses, beauty/barber services, television, radio and newspapers, novelties and confections)
- Personal clothing
- Personal reading matter
- Gifts purchased on behalf of the Resident
- Flowers and plants
- Social events and entertainment offered outside the scope of the activities program
- Private room, except when therapeutically required (for example, isolation for infection control)
- Semi-private rooms
- Specially prepared or alternative food requested instead of the food generally prepared by the facility
- Other similar supplies and services.

(B) Late Charges

Timely payment to Ohio Living Breckenridge Village is very important. Please make arrangements to ensure that all payments are paid when they are due, so that you may avoid late charges and interest.

(C) Private Pay Payment

If you will be paying for your care on a private pay basis, you must pay the Basic Rate in full and in advance each month. In addition, you must pay for all charges upon receipt of an invoice, as well as any applicable co-payments incurred during the preceding month that are billed under Part B of the Medicare program.

You must pay the pre-billed Basic Rate as billed on the resident statements no later than the fifteenth day of each month. In addition, you must pay in full all charges for Additional Services incurred in the preceding month for which no advance payment was received by Ohio Living Breckenridge Village, as well as any applicable co-payments for therapy and other services incurred during the preceding month that are billed under Part B of the Medicare program, upon receipt of an invoice from Ohio Living Breckenridge Village. You must pay for Additional Services the fifteenth day of each month for the previous month as billed on the resident statements. If you are covered by a health insurance plan, health maintenance organization or other third party payer (other than Medicare or Medicaid), you must pay all costs not covered by such third party payer, including, without limitation, applicable co-insurance and deductible amounts, and other amounts not timely paid by the third party payer, except and to the extent prohibited by law.

(D) Health Insurance & Managed Care

At the time of admission to Ohio Living Breckenridge Village, all residents must provide information regarding their health insurance coverage, if applicable. You must notify the Business Office of any changes in health insurance coverage so that we can continue to provide services in an efficient manner. You are responsible for maintaining medical and health insurance and for completing claims with respect to medical expenses.

You are responsible to pay for all services and supplies that you receive. If you arrange to have certain of those services and supplies covered by a health insurance plan, health maintenance organization or other third party payer (other than Medicare or Medicaid), you must pay all costs not covered by such third party payer, including, without limitation, applicable co-insurance and deductible amounts, and other amounts not timely paid by the third party payer in accordance with your admission agreement, except and to the extent prohibited by law.

(E) Medicare

Medicare is a federal health insurance program for people 65 and over and certain disabled people under 65. It does not provide a comprehensive long term care component. Medicare covers only those skilled nursing facility services rendered to help a beneficiary recover from an acute illness or injury. Medicare is administered by the federal government's Centers for Medicare and Medicaid Services (CMS) and is divided into two parts: Hospital Insurance (Part A); and Medical Insurance (Part B).

1) Medicare Part A

Skilled nursing facility coverage falls under Part A of Medicare and is very limited. If certain conditions are met, Medicare only pays fully for the first twenty (20) days of care in a skilled nursing facility (SNF). For the 21st through the 100th day, the Resident must share, or co-pay, for the cost of care by paying a daily coinsurance rate, which changes yearly.

The following conditions must be met in order for Medicare to pay for SNF care:

- a) You must be admitted to the hospital for at least three (3) consecutive midnights. When determining if this qualification has been met, the day of admission will be counted as a hospitalized day; however, the day of discharge will not be counted. Days spent in "observation" at the hospital do not count toward the three consecutive midnight requirement.
- b) Your admission to the SNF must have occurred within thirty (30) days after your discharge from the hospital.

- c) A physician must have certified that you need SNF services for the same or related illness for which the Resident was hospitalized.
- d) You must require continuous skilled nursing care or skilled rehabilitation services (as defined by the federal government) on a daily basis. That is, the services you require must be so inherently complex that they can only be performed utilizing the skills of professional or technical personnel, or furnished under their direct supervision.

If any of the foregoing conditions are missing, then Medicare Part A will NOT pay for your stay at our Facility.

If you meet the requirements of coverage for Medicare Part A benefits, you may elect to request Medicare payment, or you may refuse to request Medicare payment and pay for your services via some other source.

If you do not meet the requirements of coverage for Medicare Part A benefits either at the time of admission or readmission or at any point thereafter, you will be issued a Medicare Benefit Denial Letter. This letter will explain why the Facility believes that your services will not be covered, and that it will not submit a bill to Medicare, unless specifically requested to do so.

2) Medicare Part B

Medicare Part B may help pay for covered services that you receive from your doctor in our Facility, if you choose to participate in the Part B medical insurance program.

If you have exhausted your Part A coverage for a spell of illness, Part B may also cover a portion of services received in our Facility, such as physical and occupational therapy. Please note, however, that Medicare imposes financial limitations (“caps”) on how much physical, occupational, and speech therapy a beneficiary can receive in a calendar year. There are certain exceptions to the caps, but to the extent that the exceptions do not apply, you will be responsible for paying for all therapy you receive if you exceed the cap.

Under the Part B program, you must pay an annual premium and a deductible for all Part B services, including physician services, after which Medicare pays 80 percent of the charges for covered services.

- i. Resident’s Share of Costs. A Resident who is a Medicare beneficiary is responsible for payment of all services and supplies provided to the Resident by Ohio Living Breckenridge Village. Ohio Living Breckenridge Village will bill Medicare on the Resident’s behalf for all Medicare-covered services and supplies provided to the Resident, if allowed. The services and supplies covered by the Medicare program are listed on the Rate Schedule. You shall pay Ohio Living Breckenridge Village all required Medicare co-insurance and deductible amounts (including, without limitation, twenty percent (20%) of all amounts billed for therapy services and all other services covered under Part B of the Medicare program) together with fees for all non-covered items and services provided by Ohio Living Breckenridge Village.
- ii. Responsibility for Payment if Medicare Coverage Denied or Terminated. You understand that Medicare coverage and eligibility is established by Federal guidelines that may change from time-to-time. You agree to apply promptly for any applicable Medicare benefits. Ohio Living Breckenridge Village will assist You in applying for Medicare coverage for the Resident; however, You acknowledge that the Federal government and not Ohio Living Breckenridge

Village make the determination of Medicare coverage. Ohio Living Breckenridge Village makes no guarantee, representation, or warranty that the Resident will be covered by Medicare, or if initially covered will continue to be covered. You are required to pay Ohio Living Breckenridge Village at the private-pay rate for all charges incurred by the Resident in the event that a Resident's application for Medicare coverage is denied or if the Resident's eligibility for Medicare coverage expires.

(F) Medicaid

Medicaid is a joint federal-state program designed to provide health care assistance to low income people. Eligibility for Medicaid is made by the government based on certain criteria, such as a very low number of resources. If approved for Medicaid, the government will pay for certain covered items.

1) Medicaid coverage

a) Medicaid does not pay for all services & supplies that you may want

A common misconception is that Medicaid pays completely for all services and supplies that a resident receives in a nursing facility. This belief is not true. Medicaid only pays for the following services and supplies:

Routine nursing care	Room	Meals
Activities	Personal laundry	Medically-related social services
Housekeeping & linens	Medical supplies	Routine personal hygiene items
Central supplies	Physical therapy	Occupational therapy
Speech therapy	Nutritional therapy	Oxygen and oxygen supplies
Certain medications	Laboratory services	Radiology services
Physician services		

Thus, if you wish to purchase items or services such as personal care/comfort items (including, without limitation, private telephone expenses, beauty/barber services, television, radio and newspapers, novelties and confections) you will need to purchase these with your own money. Medicaid provides a minimal monthly allowance in order to purchase these types of items.

b) Medicaid does not pay for the full cost of services & supplies that you receive

Another common misconception is that Medicaid pays 100% of the charges for services and supplies that you receive. This is not true. When determining your eligibility, the government will look at all of your income, assets and resources and come up with an amount that it believes you should be able to contribute to your care on a monthly basis. This "personal liability amount" is then deducted from the payments that Medicaid makes to our Facility for your care.

For example, if your total monthly income consists of a pension of \$300 a month and a social security payment of \$500 a month, then the government may decide that your personal liability amount is \$800. Thus, if the charges for a particular month for your care and services were \$6000, then Medicaid would only pay our Facility \$5200. That is,

the \$6000 charge minus your personal liability amount of \$800.

You are responsible for paying our Facility the personal liability amount each month. Since under the Medicaid program all of your income must be used to pay for the services and supplies that you receive at our Facility, we have found that it is administratively easier for you and for us for you to assign that income directly to our Facility. That is, since you would have to sign over all checks that you receive to our Facility each month anyway, it is easier and more efficient to have those checks come directly to us in the first place. If you do this, then all of your basic care will be paid for and you will not have to worry about making monthly payments for Basic Services.

2) Applying for Medicaid

a) Notification for Advance Planning. You must notify Ohio Living Breckenridge Village when your resources reach \$15,000. In addition, if you do not have monthly income sufficient to pay for the cost of care and services, then you must apply for Medicaid or promptly make other arrangements to pay for your continued stay at our Facility when your resources reach \$5,000.

b) Improper transfers. When applying for Medicaid, the government may examine all transfers of property and resources that you have made (or that were made on your behalf) and all trusts created for the previous five (5) years, to determine if any improper transfers were made.

The government presumes that any transfer of property or resources in the look-back period is improper if the transfer made you Medicaid-eligible, divested you of proceeds that would be available if the property were sold, or if you transferred income producing property or resources. If an improper transfer of your resources was made, then you will not be eligible to receive Medicaid assistance for a designated period of time. Examples of improper transfers could include: the transfer of your house, car and other personal property, the transfer of your bank accounts, stocks or bonds, the transfer of real estate, and the creation of certain trusts.

In the event that your eligibility for Medicaid benefits is denied, interrupted or terminated for any reason, including due to the government's determination that improper transfers of resources were made, then you must make alternative arrangements to ensure that Ohio Living Breckenridge Village is paid. If you fail to pay your charges in full in this circumstance, your Admission Agreement may be terminated and you may be discharged from Ohio Living Breckenridge Village.

c) Continued Payment to Facility During Application Process. A common misconception is that once application for Medicaid is made, you do not have to continue to pay for the care that we provide. This is not true. The filing of an application for Medicaid does not excuse you from continuing to make payment to us in accordance with the terms of your Admission Agreement. This is why it is important to begin the application process early.

3) Social Security Payments & Medicaid. If you are (or will become) a recipient of Medicaid benefits, then all of your income must be turned over to Ohio Living Breckenridge Village to pay for your care. You may be currently receiving Social Security benefits and/or are a recipient

of Supplement Security Income (SSI) for which you (or a representative payee on your behalf) receives payments from the Social Security Administration (SSA). If you are receiving such benefits, then since the total amount of Social Security and/or SSI payments must be paid over to Ohio Living Breckenridge Village for your care, we ask that you direct these payments to be made directly to Ohio Living Breckenridge Village.

Please contact Social Services for an appointment to obtain more specific information regarding Medicaid and its application process.

(G) Representative

During the term of your residency, you may need assistance in arranging for payment for the services provided. Upon admission to our facility, you identified a person who has legal authority to act on your behalf to satisfy your financial obligations under your admission agreement if you choose not to, or are unable to, meet those obligations. The Representative is not responsible for paying for your care from his/her own resources, but rather is only responsible to pay for your care from your income, resources and assets. You will be primarily responsible for making payments to our facility until such time as you assign the responsibility for making payment to your Representative or until you can no longer make payments on your own behalf; at such time, the Representative shall become primarily responsible for making such payments.

(H) Personal Needs Account

A Personal Needs Account (“PNA”) for residents can be arranged through the Business Office. A PNA is an account or petty cash fund that holds the money of a resident and that the Facility manages for the resident. A PNA is intended for use by the resident for the purchase of items or services of their choice. The PNA should have a sufficient balance to cover expenses and at no time can the account have a negative balance. A quarterly statement documenting account activity is sent to the resident or designated responsible party. Please contact the Business Office for more information on opening a PNA.

SERVICES

(A) Nursing Services & Private Duty Personnel

Nurses and nurse's aides work in Ohio Living Breckenridge Village seven (7) days a week, twenty-four (24) hours a day. These staff are assigned to provide reasonable nursing and personal care as is customary in a nursing home. Thus, while staff are always present in the facility, they are not always providing care to you.

(B) Physician Services

Ohio Living Breckenridge Village does not employ medical doctors for the purpose of providing attending physician services for our residents. Thus, you may choose an attending physician of your choice so long as such physician is licensed in the State of Ohio and meets all of our credentialing requirements.

If you do not designate an attending physician, if such physician is not available, or if such physician is not appropriately licensed or credentialed, we will assign an attending physician to you – until such time as you make a different choice.

Physician visits are scheduled at least once every thirty (30) days during the first ninety (90) days following admission and every sixty (60) days thereafter.

(C) Dental Services

For the convenience of our residents, Ohio Living Breckenridge Village has identified a dentist(s) who is licensed to practice dentistry in the State of Ohio, and who is willing to make periodic visits to the facility to provide dental treatment based upon the needs of our residents. You may elect to make arrangements to use the services of either this dentist(s) or another dentist of your own choosing as long as he/she meets all of our credentialing requirements.

(D) Podiatry Services

For the convenience of our residents, we have identified a podiatrist(s) who is licensed to practice podiatry in the State of Ohio, and who is available to provide services to our residents if their attending physician determines that they have a need for podiatric services. If you need such services, you can elect to receive services from this podiatrist(s) or one of your own choosing as long as he/she meets all of our credentialing requirements.

(E) Therapy Services

Ohio Living Breckenridge Village offers and provides medically appropriate therapy services for the purpose of maintaining and/or improving residents' functional status. The therapy services are provided by in-house therapists and include physical therapy, occupational therapy, speech language pathology.

(F) Services of Other Providers

You may only receive services from outside providers in Ohio Living Breckenridge Village if the outside provider is properly licensed and certified under the law, complies with all applicable government rules and Ohio Living Breckenridge Village policies, and enters into an agreement to provide services with Ohio Living Breckenridge Village, if applicable. Note that Ohio Living Breckenridge Village limits the

number of contracts that it enters into with certain types of providers, and, with certain exceptions, your choice of outside providers will likely be limited.

The services that you have purchased pursuant to your Admission Agreement are not one-to-one, seven days per week, twenty-four hours per day services. If you wish to separately engage private duty personnel (i.e., nurses, nurse aides, sitters), then you may do so. However, prior to any of these people providing any services in our facility, you must sign the facility's policy and agreement with regard to the use of outside personnel. In addition, any private duty personnel must agree to and abide by Ohio Living Breckenridge Village's policies and procedures.

Under no circumstances may employees or agents of Ohio Living Breckenridge Village, or terminated or former employees act as private duty personnel for a resident – even if such services would be provided when the employee or agent was “off duty.”

You are financially responsible for any charges for private duty personnel.

(G) Diagnostic Services

Diagnostic services include such things as taking x-rays, conducting modified barium swallows, and laboratory tests. Some diagnostic services may be able to be conducted at the facility. However, a number of services may require transportation to a hospital or outpatient facility. If diagnostic services are required outside of the Facility, we encourage you to have a family member accompany you on the visit.

(H) Tuberculosis Testing

All new residents who have not had previously known significant tuberculin tests and do not have a history of past active disease will have a two-step tuberculin test performed upon admission unless there is documentation that a test has been performed within year preceding admission then only a 1-step test is required. Those persons with a significant reaction to the tuberculin skin test- will have an admission chest x-ray. If a resident is exposed to a known case of tuberculosis, he/she shall have a single tuberculin skin test repeated and, if there is evidence of conversion, shall have a chest x-ray performed within thirty (30) days. If the chest x-ray does not reveal active tuberculosis, the physician will document that the patient is receiving appropriate preventative treatment or that treatment is contraindicated.

(I) Social Services

Each resident at Ohio Living Breckenridge Village is assigned to a Social Worker upon admission. Your assigned Social Worker can assist you with many aspects of life at Ohio Living Breckenridge Village. Thus, if you have any questions or concerns, or think you may require assistance with respect to your physical and/or mental health or overall social functioning, please feel free to contact your Social Worker.

(J) Activities

A wide array of activities are provided at Ohio Living Breckenridge Village that attempt to aid residents who possess varying functional levels and differing interests. Our Activity Department seeks to ensure that all residents are provided with the opportunity to participate in the Facility's programs. Throughout each week several group and individualized activities are planned. Common activities

include: chapel, luncheons, bingo, pastoral visits, movies, art classes, pet visits, lectures/discussions and guest entertainment. Upon admission, residents are evaluated by Activity Department staff to determine their needs, interests and skills. From this evaluation an individualized activities plan is designed. If you have any special programs that you would like to participate in and/or see included in the activity schedule, please contact the Activity Department. We also encourage family and friends of residents to participate in activity programs.

(K) Culinary Service

The Facility contracts the use of a licensed dietitian and an experienced support staff to provide residents with nutritious and appetizing meals. A representative from the culinary department will contact you within 48 hours of admission to determine your food preferences. This information will then be updated as appropriate throughout your residency. You will find that the menu is continually rotated and provides a degree of choice and seasonal selection. If you are not satisfied with the meals, you are encouraged to contact the Director of Culinary Services or the Diet Tech.

Your family and other visitors are welcome to join you for meals at Ohio Living Breckenridge Village for an additional charge. If visitors wish to have a meal at the Facility, arrangements and payment may be made with the Receptionist.

(L) Pharmacy Services/Medications

We have contracted with a pharmacy to provide medications to all of our residents. You have the right to choose another pharmacy to fulfill your medication needs if you so desire. Ohio Living Breckenridge Village requires that all medications be packaged in individual doses. Prior to receiving medications from another pharmacy, the pharmacy must enter into an agreement with our Facility that sets forth the prices that we will pay for medications and the terms and conditions of the relationship. Any pharmacy providing services in our Facility must agree to abide by all laws governing the provision of pharmacy services in a nursing facility, and all of our policies and protocols regarding medication distribution.

All medications as well as any item used for medical treatment must have a physician's order. This includes both prescription and non-prescription items. Medications may not be kept in the resident's room or administered by the resident without the approval of the your physician and your interdisciplinary care team.

(M) Service Limitations

Ohio Living Breckenridge Village cannot care for every applicant that wishes to receive services. Ohio Living Breckenridge Village has certain service limitations due to its size, location, composition, staffing and equipment. Ohio Living Breckenridge Village Fairmount Health & Rehabilitation Center cannot care for residents with any of the following diagnoses and/or identified problems:

- Ventilator patients
- Persons with major mental illness diagnosis
- Persons who need a secured unit
- Persons who are registered sex offenders
- Persons with drug or alcohol dependence
- Persons receiving chemotherapy or other biological that might require specialized monitoring
- Persons with active TB

Residents and/or Resident Representatives are required to disclose all conditions and diagnoses prior to or upon admission to our facility, and we will discuss these service limitations with you upon admission. If you fail to disclose any of the above conditions at the time of admission or one of the above conditions is identified or develops after admission, Ohio Living Breckenridge Village may seek to discharge you if we can no longer meet your needs. If you have any additional questions, please contact the Administrator.

(N) Barber & Beautician Services

A barber and a beautician who can provide a variety of services, such as permanents, styling and basic hair trimmings are available by appointment at our facility. Barber/Beautician services are available on an individual basis or on a continuing appointment basis. Charges can either be paid directly to the barber or beautician, or they may be billed to the resident on the resident statements.

(O) Housekeeping Services

Resident rooms, bathrooms and halls are cleaned on a daily basis by our housekeeping staff. Additionally, a more thorough cleaning is conducted weekly. Residents are urged to contact the Unit Manager should they have any concerns about the cleanliness of the facility.

(P) Laundry Services

Ohio Living Breckenridge Village provides basic laundry services for all of its residents. Refer to Section (L) under Rights and Responsibilities. If family is going to provide laundry, unit managers need to be notified.

When choosing clothing to bring to the facility, please know our laundry cannot accommodate woolens, privately owned bedspreads, clothes that require dry cleaning or afghans. These items may be brought to the facility; however, the resident, family or responsible party must arrange for an alternative laundry method. All items to be washed by the Laundry Department must be wash and wear.

(Q) Room Furnishings

Each resident room contains a bed, as well as dresser, night stand, and closet. In order to personalize your room, you are encouraged to bring pictures, mementos, and your favorite furnishings as long as the size of the items will not crowd, obstruct or present a hazard. Room furnishings should be discussed with Social Services prior to bringing them to your room in order to verify that the furnishings meet with our facility's standards. Some of those standards include the following: all furnishings provided for the room must be tasteful, and not offensive to staff or residents; all items must also be in good condition; and any needed repairs must be made at your expense.

Ohio Living Breckenridge Village does not accept responsibility or liability for any damage or destruction or theft of any personal items brought into the facility. You assume full and complete liability and responsibility for all personal possessions.

The placement of personal furnishings in your room is a privilege, and we may require that any personal furnishings be removed from the facility if they interfere with the operation of the facility, or if they in any way endanger your health and welfare or that of our other residents or staff.

(R) Mail

1. Mail opening service. At the time of admission, you told us how and in what manner you wanted

your personal and business mail delivered to you. If you would like your mail opened for you by the Facility, you will need to complete a form authorizing the Facility in this respect.

2. Forwarding mail. If your abilities change after admission and a family member or other responsible party needs to assume responsibility for business mail, please notify the social services office so that the Facility can assist in properly forwarding your mail.
3. Reading and sending mail. If you would like assistance with reading mail or sending correspondence, arrangements can be made with social services. Stamps may be purchased from the business office or the gift shop.

(S) Telephone

Local telephone service is available at no charge in each resident room.

(T) Television/Radio

A televisions equipped with basic cable is available in each resident room at no additional charge. Televisions generally may be used at any hour that you wish, but the volume should be kept at a reasonable level to assure other residents, including the your roommate, are not disturbed. If another resident reports being disturbed, Ohio Living Breckenridge Village reserves the right to restrict your television and radio use.

(U) Newspapers

One copy of The Plain Dealer and the News Herald are available daily in the lobby. If you are interested in receiving your own copy of the paper, please see social services for further information. The newspaper's delivery charges will apply, and you are responsible for the payment of these charges. You may make arrangements for the delivery of other newspapers.

(V) Birthday Celebrations

Consult activities calendars located throughout the facility for exact dates and times of birthday celebrations. Special arrangements for family birthday celebrations may be coordinated with the Social Worker or Unit Manager assigned to the resident's unit. If you do not wish to have your birthday recognized, please tell your Social Worker.

(W) Religious Services

Multiple religious services are held throughout the month. Please consult an Activities Calendar, located throughout the Facility, for the exact dates and times of these services.

(X) Flower & Gift Deliveries

Please direct flower and gift deliveries to the receptionist to ensure appropriate and prompt delivery coordination. If a delivery is made prior to 7 p.m., items will be delivered to residents on the same day.

(Y) Gift Cart

Fairmount Health & Rehabilitation Center has a gift cart that is available at the receptionist's desk.

(Z) Restrooms

Visitors are asked not to use resident restrooms. Public restrooms are located in the lobby of the health care center. Please see the Receptionist or Unit Manager for directions to these public restrooms.

RIGHTS & RESPONSIBILITIES

(A) Code of Conduct

All residents, family members and visitors should act and behave in a manner that is both respectful of and courteous towards the other residents living in the home as well as towards the staff members who provide care and services to such residents on a daily basis. Specifically, you, your family members and your visitors are required to abide by the following:

- 1) Follow the rules and regulations of Ohio Living Breckenridge Village.
- 2) To the best of your knowledge, provide accurate and complete information about present and past illnesses and hospitalizations, medications, and other matters pertaining to your health.
- 3) Report unexpected changes in your condition to the charge nurse.
- 4) Follow the treatment plan recommended by the physician primarily responsible for your care, and follow facility procedures affecting resident care and conduct. This includes following instructions of nurses and other health care professionals as they enforce the applicable facility policies. Residents are responsible for injury to themselves if they refuse treatment, or do not follow the physician's instructions.
- 5) Make Ohio Living Breckenridge Village aware of any changes in the Representative's address or telephone number, or your financial status. These changes should be reported immediately to social services.
- 6) Promptly report any unclean or unsafe conditions to the charge nurse, Director of Nursing or the Administrator.
- 7) Fulfill the financial obligations of your care promptly as agreed to in your Admission Agreement.
- 8) Use facility services such as food, linens and supplies appropriately and economically in order to assure their availability to all residents.
- 9) Keep, or allow the staff to keep, the living area of your room and belongings neat and orderly.
- 10) Treat any furniture or equipment owned by the facility in a safe manner.
- 11) Cooperate and comply with Ohio Living Breckenridge Village's smoking policy.
- 12) Comply with Ohio Living Breckenridge Village's alcohol usage policy.
- 13) Do not use, sell or have any involvement with illegal substances.
- 14) Comply with all safety practices of the facility and not do anything to jeopardize the safety of other residents, staff or visitors.
- 15) Follow instructions and safety practices according to the facility's policy for self-administration of drugs, if you are assessed as being capable of exercising this right.
- 16) Respect the individual religious practices and opinions of other residents.

- 17) Be responsible for any damage to Ohio Living Breckenridge Village caused by you or your guests.
- 18) Behave in a courteous and respectful way toward other residents, visitors, volunteers and staff.
- 19) Be tolerant of other residents' handicaps and disabilities.
- 20) Respect the feelings and opinions of others.
- 21) Respect the privacy and personal belongings of other residents.
- 22) Avoid disturbing other residents with excessive noise, especially at night.
- 23) Respect the rights of your roommates by not interfering with their living space.
- 24) Cooperate with the staff in the care they provide for you.
- 25) Dress in a dignified, tasteful manner that is not offensive to others, unless you are physically limited.
- 26) Keep track of your personal belongings brought to the facility. Ohio Living Breckenridge Village is not responsible for the loss of any personal property owned by you (including, but not limited to, hearing aides, eye glasses and dentures), relatives, visitors or friends, unless delivered to the custody of the Administration for safekeeping and acknowledged by a receipt.

Ohio Living Breckenridge Village reserves the right to restrict the activity of visitors and guests of residents for the sake of safety and operations. Ohio Living Breckenridge Village may choose to restrict entry to the property and to restrict the locations on campus where they can go.

(B) Concerns & Grievances

- 1) Sharing concerns with us. If you or another interested party has a concern regarding the facility's delivery of services, the behavior of other residents or staff members, or any other concern, we encourage you to share your thoughts with us. You are encouraged to discuss your issue with the immediate supervisor or director of the involved department. It is our policy that concerns raised with us will be reviewed, and that we will report back to the person registering the concern within a reasonable time period. Note, though, that while we will try to respond to all concerns raised with us informally, we cannot guarantee that all concerns raised in this manner will be addressed. To ensure a response, you should file a formal grievance with us. Any resident, his or her representatives, family members, or advocates may file a grievance without fear of threat or reprisal in any form.
- 2) Filing of written grievance form. Grievance forms are located in social services. A formal grievance must be submitted in writing to social services and signed by the resident or the person filing the grievance on behalf of the resident. It is our policy to assist residents/sponsors in filing a grievance. If you desire assistance in reducing a complaint to a written grievance, please see social services. If you feel that our staff has not assisted in this matter, or feel that you are being discriminated against for taking such steps, we encourage you to report such incidents to the Administrator at once.

- 3) Referral of grievance to committee. Upon receipt of a written grievance, we will refer the problem to a grievance committee. The committee is comprised of residents, sponsors (resident representatives), staff or outside representatives in a ratio of not more than one (1) staff member to every two (2) residents, sponsors, or outside representatives.
- 4) Follow up by the grievance committee. When the grievance committee determines a violation of your resident rights has occurred, it will notify the Administrator. If the violation cannot be corrected within ten (10) days or if ten (10) days have elapsed without correction of the violation, the grievance committee will refer the matter to the Ohio Department of Health.

Within ten (10) working days of the date the grievance is filed, the person filing the report will be informed orally of the results of the investigation. If that person disagrees with the findings, recommendations, or actions taken, then he/she may meet with the Administrator.

- 5) Reports to independent entities. You or an interested party may also file a complaint at any time with entities outside of Ohio Living Breckenridge Village, such as the Ohio Department of Health, the state quality and improvement organization, the state long-term care ombudsman program, or the state protection and advocacy system. For example, you could file a complaint with the Ohio Department of Health concerning any suspected violation of state or federal nursing facility regulations, including but not limited to resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with advance directives requirements and requests for information regarding returning to the community. The contact information for these independent entities can be found in the section of this handbook titled Government & Advocate Contact Information. Also, you may make a complaint by calling the Ohio Living Corporate Hotline at (877) 780-9366.

Regardless of whether you make such a complaint to an independent entity, we ask that you immediately notify us as soon as you suspect that any abuse, neglect or misappropriation of resident property has occurred so that we may immediately respond. You do not have to cite a specific violation of the code or any rules when making a complaint either to the State or to Ohio Living Breckenridge Village.

(C) Bed Holds & Leaves of Absence

- Bed holds. If you are absent from our Facility on an overnight stay, e.g., at the hospital or a visit with family, that absence is considered a voluntary discharge from our Facility – unless you elect to have a bed held in your absence. Electing a “bed hold” means that you have chosen to pay the Facility even though you are not currently in the Facility for a particular day. You were asked for your preference at admission regarding whether you would like for us to hold your bed for you when you are absent from our Facility. If you chose for us to hold a bed for you and wish to change your mind, then you need to notify the Administrator in writing of this change. Otherwise, a bed will be held and you will be charged for that day, subject to the exception noted below in subsection 3.

Payment for bed hold

- Medicaid recipients. If you are a Medicaid recipient, Medicaid will pay us to hold your bed for up to thirty (30) days in a calendar year (January - December). If you are absent from the facility more than thirty (30) days during a calendar year, we can no longer hold the bed and you may be discharged from our Facility, unless arrangements are made to pay us on a private pay basis for additional leave days until another thirty (30) paid leave days become available under Medicaid law. Where your paid leave days for a calendar year have been

exhausted, however, you will be entitled to readmission to our Facility if desired upon the first availability of a bed in a semi-private room or ward if you: (a) still require the services provided by our Facility; and (b) are still eligible for Medicaid nursing facility services.

- All other residents. If you are not a Medicaid recipient, then you will be charged at the routine per diem charge for holding a bed while they are absent from the facility. That means that you will be charged as if you had been in the Facility on the day you were absent.
- Scheduled leaves of absence. In the event of a scheduled leave of absence whereby you intend to leave Ohio Living Breckenridge Village to go to the hospital, to visit with friends or family, or for any other reason, the Unit Manager needs to be notified at least one day prior to any such leave of absence. If you are planning to be out of Ohio Living Breckenridge Village more than one day, the Unit Manager must be notified three (3) days prior to the leave. This time period will allow the Facility to determine whether the leave is medically advisable, and will permit nursing staff to prepare any medications or supplies that you may require while outside of the facility.
- Temporary leaves of absence. If you do not require supervision, you are free to come and go from the Facility as you choose. We require, though, that you abide by all facility rules regarding notification, including signing out of the facility. If you leave the facility and forget to sign out, you should call the Facility to let us know where you are. In the event that you leave the facility for a temporary absence, but fail to return by midnight without notifying us of your change in plans, then our Facility will not treat your absence as a bed hold.

(D) Alcohol

Ohio Living Breckenridge Village permits some of its residents to have access to alcoholic beverages. However, the use, amount, and kinds of alcoholic beverages must be approved by the resident's attending physician as evidenced by a written order. If approved, alcoholic beverages must be kept at the Nurse's Station, with access to the beverages restricted to such residents and in such amounts as set forth in the physician's orders. Ohio Living Breckenridge Village may set time frames for when residents may access alcohol in the facility. In addition, Ohio Living Breckenridge Village reserves the right to deny any resident access to alcoholic beverages at any time if it determines that the resident's access to or consumption of such beverages is not in the best interests of the resident and/or the facility.

(E) Smoking

We are a NON-smoking community. All resident and guests are requested not to smoke on the campus. Residents are not to keep lighters, matches and other tobacco products in their room.

(F) Weapons

No person may bring any weapons (e.g., knives, firearms, batons, etc.) onto the property of Ohio Living Breckenridge Village. This policy applies to all persons, including, but not limited to, employees, volunteers, residents, visitors, and delivery personnel. The policy also applies to the entire property of Ohio Living Breckenridge Village including the facility itself, the surrounding land, all of Ohio Living Breckenridge Village's motor vehicles, and the parking lot (i.e., weapons may not be kept in vehicles parked in our parking lot).

Note: People with licenses to carry a concealed firearm are NOT permitted to bring such a firearm on to Ohio Living Breckenridge Village's property. Any person who brings such a firearm on to the property is guilty of criminal trespass.

(G) Voting

At election time, Ohio Living Breckenridge Village ensures that residents are provided the opportunity to vote should they so choose. Prior to Election Day Representatives of the Lake County Board of Elections will come to the Facility to receive ballots and provide assistance to residents, as is necessary. For further information, please contact the activity department.

(H) Parking

Visitor parking may be found at the front of Fairmount Health & Rehabilitation Center, with handicap parking designated closer to the main entrance. Vehicles parked in Handicap Spaces without an Ohio issued handicap permit or license plate will be subject to ticketing by the police department. Parking vehicles at the entrance is not permitted as this area must be accessible for ambulances and other emergency vehicles.

(I) Pet Visits

Ohio Living Breckenridge Village recognizes that pets hold an important place in many of our residents' lives. As a result, the Facility encourages families to include the family pet when visiting a resident.

However, based upon the nature and behavior of the animal, the Facility reserves the right to exclude a pet from the facility and/or restrict its access to other residents. Moreover, the Facility wishes to have your cooperation and assistance when bringing a pet into the Facility. For instance, if applicable, when pets are in public areas of the Facility, they are required to be on leashes. Also, extreme care should be taken for an animal that becomes frightened of new surroundings or people. Additionally, a "scooper" or similar equipment should be brought to clean up after the pet.

(J) Electronic Monitoring

This facility complies with the Electronic Monitoring Statute pursuant to Ohio Revised Code §§ 3721.60 – 3721.68. 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 at for a full copy of the electronic monitoring policy and procedure (policy), or for any additional questions.

(K) Holiday & Seasonal Decorations

You are encouraged to decorate your rooms during the holidays. However, when decorating a room we ask for your cooperation in maintaining our building and promoting the safety of all of our residents. Thus, all decorations that are brought into the Facility must be fire resistant. For Holiday and Seasonal decorations to be placed on a door, we ask that they be hung on an over-the-door hanger, which may be found at most craft stores. Door decorations may not be affixed with nails, hooks or other substances that may permanently alter or deface the door. Similarly, nails, tape or gummed hangers should not be used on a room's walls or cabinets. Instead, decorations may be applied to these surfaces with a "stick-um" product that does not mar surfaces. If a picture or bulletin board is to be hung in a room, please notify the Unit Manager who will arrange for a staff member to hang the object. As a safety and health precaution, we prohibit trees, branches or wreaths (straw or grapevine) from being brought into the building. Candles may be brought in the room, but they cannot be lit. Additionally, when ordering a floral arrangement, advise the florist not to use pine as a filler. Please keep these guidelines in mind when decorating a room to ensure the health and safety of residents and the protection of the building.

(L) Clothing

To reduce the risk of a resident losing clothing, we require that all personal clothing be labeled at the time of admission and whenever a new piece of clothing is added with the resident's name. We will label the clothing in our laundry department. We are not responsible for any items that are "dry clean" only.

Suggested Female Clothing

- * Washable dresses/skirts/slacks blouses
- * Sweatsuits
- * Slips/Undershorts
- * Bras
- * Nylons/socks
- * Low-heeled shoes
- * Non-skid slippers
- * Pajamas/Nightgowns
- * Bathrobe
- * Sweaters
- * Lightweight coat
- * Scarf/hat
- * Non-skid slippers

Suggested Male Clothing

- * Permanent press slacks
- * Sport/dress shirts
- * Sweatsuits
- * Sport/suit jackets
- * Neckties
- * Sweaters
- * Undershorts
- * Hat/cap
- * Undershirts
- * Socks
- * Pajamas
- * Bathrobe
- * Shoes
- * Non-skid slippers

(M) Assistive Devices, Wheelchairs & related Equipment

Ohio Living Breckenridge Village offers its residents a number of assistive devices and related equipment. Privately owned or rented wheelchairs, walkers, canes, gerichairs or other assistive devices are also allowed with the approval of Ohio Living Breckenridge Village's administration, and should be clearly marked with your name at all times. However, the Facility accepts no liability over the loss or repairs of privately owned or rented devices.

(N) Fire Safety Plan

Ohio Living Breckenridge Village maintains an updated fire and disaster plan. Copies of the fire safety plan may be found throughout the facility. If you have any questions regarding the Facility's fire safety plan or evacuation procedures, please contact building maintenance.

(O) Infection Control

As the elderly are particularly susceptible to certain clinical conditions, Ohio Living Breckenridge Village may take action, such as isolation, with respect to residents with influenza and other communicable conditions as a means to prevent the spread of infection and to avoid possible exposure to other residents.

(P) Electrical Appliances

All electrical items that are brought into the Facility must be inspected by a member of the maintenance department and must have an Underwriters Laboratory approved label. A radio, television or clock may have a two-wire plug system; however, all other electrical items must have a three-wire properly grounded electrical plug system. Additionally, no extension cords, heating pads, adaptive writing,

grounding adapters or multiple outlets are permitted at any time. No electrical appliance may be brought into Ohio Living Breckenridge Village that displays any sign of alterations of any type. All electrical appliances will remain subject to safety inspection by the maintenance department. Items that do not meet safety standards will be removed from a room as a safety precaution.

(Q) Food & Beverages

Visitors or friends delivering food and/or beverages to residents must consult the Charge Nurse to determine the appropriateness of such food or drink in light of any dietary restrictions that your physician may have put into place. Food must be placed in a sealed plastic container. Beverages must be placed in containers that have a replaceable cap. All food and beverage items must be labeled with resident name and the date. Items will be discarded if not properly labeled.

(R) Money & Other Valuable Items

Ohio Living Breckenridge Village does not accept responsibility for the loss or theft of money or valuables. Thus, jewelry and other valuables should not be kept in your room. We also recommend that no more than \$20 in cash be kept by you. You may, however, create an account with us and withdraw personal funds at your discretion from the account by contacting the Business Office during regular business hours: Monday through Friday from 9:00am to 4:30pm.

If you believe that any of your money or valuables are missing, please report the loss immediately to the Administrator so that an investigation may be commenced.

Personal property such as wheelchairs, glasses, hearing aides, shoes, clothing and dentures should be marked with a resident's name so that such property may be returned if it is misplaced.

(S) Government & Advocate Information

The following list includes state and local government agencies, and resident advocacy organizations.

Local Social Security Office

55 West Jackson Street
Painesville, Ohio 44077
(800) 772.1213 (National)

State & Local Department of Health Offices

Ohio Department of Health
246 North High Street
Columbus, OH 43215
(614) 466-3543

Ohio Department of Health
Akron District Office
161 South High Street, Suite 400
Akron, OH 44308-1616
(330) 643-1300

State & Local Medicaid Offices

Ohio Department of Jobs & Family Services
30 East Broad Street
Columbus, OH 43215
(614) 752-9700

Lake County Department of Jobs & Family Services
177 Main Street
Painesville, OH 44077
(440) 350-4000

State & Local Department of Aging Offices

Ohio Department of Aging
50 West Broad Street, 8th Floor
Columbus, OH 43215
(614) 466-5500

Western Reserve Area Agency on Aging
Serving Cuyahoga, Geauga, Lake, Lorain & Medina counties
925 Euclid Avenue/#600
Cleveland, OH 44115
(800) 626-7277

State & Local Ombudsmen Offices

Ohio Long Term Care Ombudsman
50 West Broad Street
Columbus, OH 43215
(800) 282-1206

Long Term Care Ombudsman
2800 Euclid Avenue, Suite 200
Cleveland, Ohio 44115
(800) 365-3112

State Medicaid Fraud Control Unit

Office of the Attorney General
Medicaid Fraud Control Unit
150 East Gay Street, 17th Floor
Columbus, Ohio 43215
(800) 642-2873

(T) Participation in Decisions Regarding Care

We will look to you to provide direction and input in the care that you receive, except for in the following circumstances:

1. You are declared legally incompetent by a court of law; or
2. You executed a durable power of attorney for health care designating another individual to

handle your medical care and your attending physician determines that you do not have the capacity to make informed health care decisions for yourself.

In order to protect and promote the interest of our residents, Ohio Living Breckenridge Village reserves all rights to deny a resident's or a representative's request to use a specific medical intervention or treatment that the Facility deems inappropriate, or to not use a specific intervention or treatment that the Facility deems appropriate.

(U) Care Planning

Your care in our Facility is overseen by an interdisciplinary care team that consists of representatives from the following disciplines: Nursing, Activities, Culinary/Dietary, Rehabilitation Services, Physical Therapy and Social Services. This team with input from you, your loved ones and your physician formulates a comprehensive care plan for you. The interdisciplinary care team meets at least quarterly to review your written plan of care, goals and approaches for care. We will provide you and your family with a notice of the care plan meeting, and we encourage you and your family to attend. In cases of refusal of care that put you at risk, you will be asked to enter into a Risk Agreement with the facility.

(V) Refusal of Services

Ohio Living Breckenridge Village will make a good faith effort to provide services to you that are routinely provided in a nursing home, including those prescribed by your attending physician. However, we are not responsible for outcomes that are due to you refusing or refusing to comply with such services. Should you refuse food, fluids, treatments, therapies, medications, grooming, therapeutic bathing, etc., and/or refuse to comply with physician's orders (e.g., if you are a diabetic with orders not to consume sugar, but then eat candy), we will in no way be responsible for the outcomes associated with such behavior. In cases of refusal of care that put you at risk, you may be asked to enter into a Risk Agreement with the facility.

(W) Transfer & Discharge

- 1) Reasons for involuntary discharge. Reasons that we may need to discharge you include the following:
 - a) The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the facility;
 - b) The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the facility;
 - c) The safety of individuals in the facility is endangered;
 - d) The health of individuals in the facility would otherwise be endangered;
 - e) The resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare or Medicaid) a stay at the facility;
 - f) The facility ceases to operate;
 - g) The Resident is a beneficiary under the Medicare program and Ohio Living Breckenridge Village's participation in the Medicare is involuntarily terminated or denied; or
 - h) The Resident is a beneficiary under the Medicaid program and Ohio Living Breckenridge

Village's participation in the Medicaid program is involuntarily terminated or denied.

- 2) Notice of transfer or discharge. It is Ohio Living Breckenridge Village's policy to notify you in writing in advance of any proposed transfer or discharge from our Facility. We will also send a copy of the notice to Ohio Department of Health, as well as to the state long-term care ombudsman.
 - a) Time frame for advance notice. The notice shall be provided at least thirty (30) days in advance of the proposed transfer or discharge, unless the safety of individuals in the facility would be endangered; the health of individuals in the facility would be endangered, the resident's health improves sufficiently to allow a more immediate transfer or discharge; an immediate transfer or discharge is required by the resident's urgent medical needs; or the resident has not resided in the facility for 30 days.
 - b) Contents of notice. The notice will include all of the following: the reasons for the transfer or discharge, the effective date of the proposed transfer or discharge, the location to which the resident is to be transferred or discharged, a statement of the resident's appeal rights, including the name address (mailing and email), and telephone number of the entity which receives such requests and information on how to obtain an appeal form and assistance in completing the form and submitting the appeal hearing request. The notice shall also include the name, mailing address and telephone number of the State Long-Term Care Ombudsman. If the resident is, or the facility alleges a resident is, mentally ill or developmentally disabled, the notice shall include the name, mailing address, email address and telephone number of the Ohio protection and advocacy system. If the information in the notice changes prior to effecting the transfer or discharge, Ohio Living Breckenridge Village will update the notice as soon as practicable.
- 3) Challenge of Decision to Transfer or Discharge and Hearing. If you receive notice that you are being transferred or discharged, you may challenge this decision, unless the transfer or discharge is required because Ohio Living Breckenridge Village's license has been revoked, Ohio Living Breckenridge Village is being closed, you are a recipient of Medicaid and Ohio Living Breckenridge Village's participation in the Medicaid program has been terminated or denied, or if you are a recipient of Medicare and Ohio Living Breckenridge Village's certification under the Medicare program has been terminated or denied.

You may challenge the transfer or discharge by requesting an impartial hearing to be conducted by the Department of Health at Ohio Living Breckenridge Village. If a hearing is desired, the hearing must be requested no later than thirty days after you receive the discharge notice, by submitting a written request to: Legal Services Office of the Department of Health, 246 North High Street, Columbus, Ohio 43215. (614) 466-4882. odhlegal@odh.ohio.gov. The Ohio Department of Health does not have a discharge appeal request form, but may assist you in providing written notice of your appeal. Additionally, a copy of the hearing request should be sent to the administrator of the facility. A hearing will be held at Ohio Living Breckenridge Village within ten days of receipt of the request by the Department of Health.

If you appeal a transfer or discharge, then Ohio Living Breckenridge Village will not discharge you unless Ohio Living Breckenridge Village prevails at the hearing.

- 4) Plan & Counseling Services. Ohio Living Breckenridge Village shall develop a plan to effectuate the orderly and safe transfer or discharge of a resident. The resident and the resident's family or representative will be consulted in choosing another facility. The resident will receive counseling services before the move to minimize the adverse effects of transfer trauma.
- 5) Personal belongings. All personal belongings left in Ohio Living Breckenridge Village after your discharge or death must be picked up no later than forty-eight (48) hours after the event. Personal belongings that are not picked up within this time frame will either be donated or disposed of, unless your family or representative contacts us to make other arrangements.
- 6) Discontinuance of Operations. In the event Ohio Living Breckenridge Village proposes to discontinue operations, you and your representative will be notified of the proposed date of discontinuance and the notice will be sufficient so that you can make suitable arrangements for your transfer.

(X) Room Changes

1. Definition of "room change". A room change is the relocation of a resident from one room to another within our facility.
2. Requested room change. You may request a room change at any time, and we will attempt to accommodate your request. However, it may not always be possible for us to grant your request for a room change.
3. Room change decision made by the facility. We may change the assignment of your room at any time in our sole discretion. Once a decision to change your room has been made, we will promptly notify you, and if known, your Representative or interested family member of the room change. Reasonable notice of the room or roommate change, including an oral or written explanation of the reason for the change, will be given to you prior to the room or roommate change.

(Y) Advance Directives

1. Upon your request Ohio Living Breckenridge Village will provide to you a copy of the Advance Directives Packet entitled, "Choices: Living Well at the End of Life". You can also access this informational packet via the internet at www.caringinfo.org/files/public/ad/Ohio.pdf. Please review this packet closely. It contains information relating to Living Wills, Health Care Powers of Attorney, Do Not Resuscitate Orders, Organ Donation, and the Hospice Choice. It also contains forms you may use to let Ohio Living Breckenridge Village know your health care choices, if you have not already completed an advance directive.
2. It is Ohio Living Breckenridge Village's policy to comply with all legally valid advance medical directives, including provisions for the withholding or withdrawal of nutrition and hydration, subject to (1) the facility's advance directives policy, and (2) the facility's reserved right to object to the proposed action based upon conscience or other moral, ethical or philosophical basis.
3. Ohio law permits Ohio Living Breckenridge Village, your attending physician, and any of their respective employees or agents, to object to any health care decisions made by you or your attorney-in-fact, and to refuse to comply with those health care decisions. If any person, or the facility, is unwilling or unable to comply or allow compliance with your or your attorney-in-fact's wishes, then it will assist you in finding an alternative person in the facility to comply with your wishes, or if necessary, alternative placement in a facility that can implement the health care decision.
4. If you do not have an advance directive upon admission to the facility, then Ohio Living

- Breckenridge Village reserves the right to require that your capacity to execute an advance directive be certified by a physician before it agrees to accept and honor a new advance directive.
5. If you choose not to receive cardiopulmonary resuscitation (“CPR”) through a valid Living Will, or a physician determines that CPR would not be medically appropriate, then the facility will honor that do-not-resuscitate (“DNR”) request or order in accordance with Ohio law. That is, the facility will follow The State of Ohio Do-Not-Resuscitate Protocol, which has been approved by the Ohio Department of Health.
 6. Ohio Living Breckenridge Village acknowledges that documentation of advance directives by you is not a pre-condition for admission; nor will the facility otherwise discriminate against you based on whether you have executed advance directives.
 7. It is Ohio Living Breckenridge Village and your physician’s policy to clearly document orders for withholding or withdrawing treatment, including DNR orders, in your medical record. We require such orders to be signed by the attending physician and to indicate the person(s) who participated in the decision making.
 8. It is Ohio Living Breckenridge Village’s policy to provide in-service training to its staff concerning residents’ rights including information about advance directives, DNR orders and a resident’s right to participate in medical decision making. It is our policy to provide for both individual and group education for staff and the community on issues concerning advance directives.
 9. A copy of this policy and the information provided below will be placed in your medical record. A copy of any advance directive executed by you will be kept in your medical record as well.
 10. Complaints concerning the advance directive requirements should be directed to the administrator of Ohio Living Breckenridge Village, and may also be filed with the state survey and certification agency.

(Z) 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

(AA) Obtaining Information from your Medical Record

If you desire to obtain or if you would like someone else to obtain any information from your medical record, you are required to complete a written authorization form that authorizes Ohio Living Breckenridge Village to disclose such information. These forms may be obtained by contacting medical records. In addition, you or the person who you authorize to access your information must pay for any copies that they request before those copies will be provided to them.

(BB) Resident Council

You are encouraged to take part in Ohio Living Breckenridge Village's Resident Council. Resident Council Meetings are open to all residents of the Facility. The purpose of the Resident Council is to provide residents a forum in which they may voice their questions or concerns. We will make all reasonable efforts to address any issues voiced by the residents at these meetings.

(CC) Residents' Rights Laws

Nursing facility residents are granted specific rights under both State and Federal law. We have duplicated these laws below for your easy reference in a separate document that was provided at admission. If you would like another copy of those laws, please ask.

(DD) Privacy Act Statement

Federal law requires that Ohio Living Breckenridge Village provide you with the following notice. Ohio Living Breckenridge Village is required to comply with that law in order to receive any payment from Medicare or Medicaid for services provided to its residents. This form is not a consent form to release or use health care information pertaining to you.

1. Authority for collection of information including social security number (SSN)
Sections 1819(f), 1919(f), 1819(b)(3)(A), 1919(b)(3)(A), and 1864 of the Social Security Act. Skilled nursing facilities for Medicare and Medicaid are required to conduct comprehensive, accurate, standardized, and reproducible assessments of each resident's functional capacity and health status. As of June 22, 1998 all skilled nursing and nursing facilities are required to establish a database of resident assessment information and to electronically transmit this information to the State. The State is then required to transmit the data to the federal Central Office Minimum Data Set (MDS) repository of the Centers for Medicare and Medicaid Services (CMS).
These data are protected under the requirements of the Federal Privacy Act of 1974 and the MDS Long Term Care System of Records.
2. Principal purposes for which information is intended to be used
The information will be used to track changes in health and functional status over time for purposes of evaluating and improving the quality of care provided by nursing homes that participate in Medicare or Medicaid. Submission of MDS information may also be necessary for the nursing homes to receive reimbursement for Medicare services.
3. Routine uses
The primary use of this information is to aid in the administration of the survey and certification of Medicare/Medicaid long term care facilities and to improve the effectiveness and quality of care given in those facilities. This system will also support regulatory, reimbursement, policy, and research functions. This system will collect the minimum amount of personal data needed to accomplish its stated purpose.
The information collected will be entered into the Long Term Care Minimum Data Set (LTC MDS) system of records, System No. 09-70-1516. Information from this system may be disclosed, under specific circumstances, to: (1) a congressional office from the record of an individual in response to an inquiry from the congressional made at the request of that individual; (2) the Federal Bureau of Census; (3) the Federal Department of Justice; (4) an individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease of disability, or the restoration of health; (5) contractors working for CMS to carry out Medicare/Medicaid functions, collating or analyzing data, or to detect fraud or abuse; (6) an agency of a State government for purposes of determining, evaluating and/or assessing overall or aggregate cost, effectiveness, and/or quality of health care services provided in the State; (7) another Federal agency to fulfill a requirement of a Federal statute that implements a health benefits program funded in whole or in part with Federal funds or to detect fraud or abuse; (8) Peer Review Organizations to perform Title XI or Title XVIII functions, (9) another entity that makes payment for or oversees administration of health care services for preventing fraud or abuse under specific conditions.
4. Whether disclosure is mandatory or voluntary and effect on individual of not providing information
For nursing home residents residing in a certified Medicare/Medicaid nursing facility the requested information is mandatory because of the need to assess the effectiveness and quality of care given in certified facilities and to assess the appropriateness of provided services. If a nursing home does not submit the required data it cannot be reimbursed for any Medicare/Medicaid services.

(EE) Non-Discrimination & Accessibility Notice

Ohio Living Breckenridge Village complies with applicable Federal and State civil rights laws and does not discriminate on the basis of race, color, national origin, sex, age, disability or other protected classes. Ohio Living Breckenridge Village does not exclude people or treat them differently because of race, color, national origin, sex, age, disability, creed, ancestry, gender identity or expression, marital status, lawful source of income, familial status, learning disability or physical or mental disability.

Ohio Living Breckenridge Village provides free:

- Aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters; and
 - Written information in other formats (large print, audio, accessible electronic formats, Braille, other formats)
- Language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact the Ohio Living Corporate Executive for Compliance.

If you believe that Ohio Living Breckenridge Village has failed to provide these services or discriminated in another way on the basis of race, color, national origin, sex, age, disability, creed, ancestry, gender identity or expression, marital status, lawful source of income, familial status, learning disability or physical or mental disability, you can file a grievance with: Corporate Executive for Compliance, 9200 Worthington Road, Suite 300, Westerville, Ohio 43082, Phone 614.888.7800, Fax 614.888.6864. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Ohio Living Compliance Officer is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> , or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-868-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

For all languages below, call 800.234.0780.

English

ATTENTION: If you speak [insert language], language assistance services, free of charge, are available to you.

Spanish

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística.

Chinese

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung.

Arabic

مصل الفتاه مقرر) مقرب لصلتا. ناجمل اب كل رفاوتت ةي وغلل ا ةدع اس مل ا تامدخ ن إف، ةغلل ا ركذا ثدحتت تنك اذ: ةظوح لم مكبل او

Pennsylvania Dutch

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch.

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода.

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement.

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn.

Cushite

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama.

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti.

Japanese

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten.

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки.

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit.

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

Breckenridge Village

FAITH + COMPASSION + COMMUNITY

36855 Ridge Road | Willoughby, Ohio 44094

P 440.942.4342 **F** 440.942.4150

ohioliving.org

