#### RESIDENT RIGHTS

- 1. Be free from physical and mental abuse, including corporal punishment or physical and chemical restraints that are determined for the purpose of discipline or convenience and not required to treat the resident's medical symptoms. A provider may use physical or chemical restraints only if the use is authorized in writing by a physician or the use is necessary in an emergency to protect the resident or others from injury. A physician's written authorization for the use of restraints must specific the circumstances under which the restraints may be used and duration for which the restraints may be used. Except in an emergency, restraints may only be administered by qualified medical personnel.
- 2. Participate in activities of social, religious, or community groups unless the participation interferes with the rights of others.
- 3. Practice religion of the resident's choice.
- 4. If mentally retarded, with a court-appointed guardian of the person, participate in behavior modification program involving use of restraints or adverse stimuli only with the informed consent of the guardian.
- 5. Be treated with respect, consideration, and recognition of his or her dignity and individuality, without regard to race, religion, national origin, sex, age, disability, marital status, or source of payment. This means that the resident:
  - a. Has the right to make his/her own choices regarding personal affairs, care, benefits, and services;
  - b. Has the right to be free from abuse, neglect and exploitation;
  - c. If protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of his/her affairs.
- 6. A safe and decent living environment.
- 7. Not be prohibited from communicating in her or her native language with other residents or employees for the purpose of acquiring or providing any type of treatment, care or services.
- 8. Complain about the resident's care or treatment. The complaint may be made anonymously or communicated by a person designated by the resident. The provider must promptly respond to resolve the complaint. The provider must not discriminate or take other punitive action against a resident who makes a complaint.
- 9. Receive and send unopened mail, and the provider must ensure that the resident's mail is sent and delivered promptly.
- 10. Unrestricted communication, including personal visitation with any person of the resident's choice, including family members and representative of advocacy groups and community service organizations, at any reasonable hour.
- 11. Make contacts with the community and to achieve the highest level of independence, autonomy, and interaction with the community service organizations, at any reasonable hour.
- 12. Manage his or her financial affairs. The resident may authorize in writing another person to manage his/her money. The resident may choose the manner in which his/her money is managed, including money management program, a representative payee program, a financial power of attorney, a trust, or similar method, and the resident may choose the least restrictive of these methods. The resident must be given, upon request of the resident or the resident's representative, but at least quarterly, an accounting of financial transactions made on his or her behalf by the facility should the facility accept his or her written delegation of this responsibility to the facility in conformance with state law.
- 13. Access the resident records, which are confidential and may not be released without the resident's consent, except;
  - a. to another provider, if the resident transfers residence; or
  - b. if the release is required by another law.

- 14. Choose and retain a personal physician and to be fully informed in advance about treatment or care that may affect the resident's wellbeing.
- 15. Participate in developing his/her individual service plan that describes the resident's medical, nursing, and psychological needs and how the needs will be met.
- 16. Be given the opportunity to refuse medical treatment or services after the resident;
  - a. is advised by the person providing service of the possible consequences of refusing treatment or services;
  - b. acknowledges that he/she understands the consequences of refusing treatment or services.
- 17. Unaccompanied access to a telephone at a reasonable hour or in case of an emergency or personal crisis.
- 18. Privacy, while attending to personal needs and private place for receiving visitors or associating with other residents, unless providing privacy would infringe on the rights of other residents. This right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils. If a resident and the spouse is receiving similar services, the couple may share a room.
- 19. Retain and use personal possessions, including clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other residents.
- 20. Determine his or her dress, hair style, or other personal effects according to individual preference, except the resident has the responsibility to maintain personal hygiene
- 21. Retain and use personal property in his or her immediate living quarters and to have and individual locked area (cabinet, closet, drawer, foot locker, etc.) in which to keep property.
- 22. Refuse to perform services for the facility, except as contracted for by the resident and operator.
- 23. Be informed by the provider no later than the 30<sup>th</sup> day after admission;
  - a. whether the resident is entitled to benefits under Medicare or Medicaid; and
  - b. which items and services are covered by these benefits, including items or services for which the resident may not be charged;
- 24. Not be transferred or discharges unless;
  - a. the transfer is for the resident's welfare, and the resident's needs cannot be met by the facility;
  - b. the resident's health is improved sufficiently so that services are longer needed;
  - c. the resident's health and safety or the health and safety of another resident would be endangered if the transfer or discharge was not made;
  - d. the provider ceases to operate or to participate in the program that reimburses for the resident's treatment or care; or
  - e. the resident fails, after a reasonable and appropriate notice, to pay for services.
- 25. Not be transferred or discharged, except in an emergency, until the 30<sup>th</sup> day after the date the facility, provides written notice to the resident, the resident's legal representative, or a member of the resident's family, stating;
  - a. that the facility intends to transfer or discharge the resident;
  - b. reason for the transfer or discharge;
  - c. the effective date of transfer or discharge;
  - d. if the resident is to be transferred, the location to which the resident will be transferred; and
  - e. any appeal rights available to the resident.
- 26. Leave the facility temporarily or permanently, subject to contractual or financial obligation
- 27. Have access to the services of a representative of the state Long-term Care Ombudsman.
- 28. Execute an advance directive, under the Advance Directives Act (chapter 166, Health and Safety Code), or designate a guardian in advance of need to make decisions regarding the resident's health care should the resident become incapacitated.

## **Internal Facility Requirements**

Policy Statement: In order to promote a safe, secure and positive living environment for all our residents, it is the Community's policy to ask all who enter this facility to abide by the following Internal Facility Requirements. The Community has established and instituted these Internal Facility Requirements to show respect for our residents and to provide clear behavioral guidelines for employees, residents, and visitors.

RESPONSIBLE PERSON: Community Residents, Family Members, Employees, and Visitors. Procedure: Community establishes these Internal Facility Requirements and agrees to prominently post them and make them available to residents at all times. A copy of these rules will be provided to the resident prior to admission and to staff members at the time of hire. If a resident or staff member knowingly violates these rules, the individual will be given a verbal warning on first violation, written warning upon second violation, and will be either discharged as an employee or evicted as a resident at the third violation. By implementing these Internal Facility Requirements. Community will not violate or contravene any regulation, civil right, or in any way discourage or hinder a resident's or staff member's exercise of those rights guaranteed by statute.

<u>Community has determined the following Internal Facility Requirements to be in effect for all residents and, where applicable. its staff.</u>

- 1. Suggested VISITING HOURS are from 9:00 AM to 8:00 PM. Individuals wishing to visit at other times may make arrangements with the Manager or Administrator. We require visitors to sign in and out in our Log Book located in the entrance of each home. Please contact the Administrator 24 hours in advance to set up an overnight stay for visitors.
- 2. While Community will not close for family HOLIDAYS, residents and their families will be encouraged to celebrate holidays together.
- 3. we ask that EMPLOYEES, RESIDENTS, AND GUESTS demonstrate respect and courtesy toward others by:
  - a. Avoiding profanity, loud discussions and topics generally considered inappropriate in mixed company.
  - b. Respecting the privacy of each resident.
  - c. Avoiding racial, ethnic and religious slurs or comments.
  - d. Keeping the volume of conversations, radios, stereos and televisions at a level that is not distracting or intrusive.
- 4. DISEASE TRANSMISSION remains a special concern for senior citizens. Persons (especially children) with bad colds, flu symptoms, or any other contagious disease are asked to postpone their visits until all signs of illness pass. The Administrator or Manager may require a visitor who is ill to wear a surgical mask if he or she must enter the facility.
- 5. ALCOHOLIC BEVERAGES for social or medical reasons are allowed for resident use in our facility when a physician order is provided allowing said use. If consumption of alcohol produces negative effects such as drunkenness or acting out behavior, then the use of alcohol will be restricted. Visitors who are inebriated are asked not to visit the resident.
- 6. Community is happy to assist you with MEDICATION ARRANGEMENTS. Please note that the resident and/or family or representative maintain ultimate responsibility for pharmacy arrangements and payment. Our facility uses Omni Care Pharmacy and the resident is billed directly by them. Community

has a specific way of packaging and managing medications which helps to insure accuracy, efficiency and safety. Using a pharmacy other than Omni Care Pharmacy MAY increase time and cost.

- 7. ALL MEDICATIONS- PRESCRIPTION AND NON-PRESCRIPTION- require a physician's order for use prior to resident admission, self-administration or staff assistance with administration of medicines. Bringing medications into the facility and using them without a written physician's order is a violation of Texas State law and as such will be grounds for termination of the Resident Agreement.
  - a. Medications include: vitamins, minerals, antacids, pain medication, laxatives, stool softeners, herbal supplements and nutritional supplements.
  - b. Non-prescription medicines, sometimes called over-the-counter drugs, de require a physician's order.
  - c. A resident or resident's representative may handle pharmacy purchases and refills personally. Prescriptions must be delivered to the facility in a timely manner.
  - d. The Director of Nursing can suggest pharmacies that deliver and bill the resident or resident's representative directly. However, it is recommended that residents use the facility pharmacy for ease and dependability.
- 8. NUTRITION AND MEALS: Menus are preplanned and may be reviewed by the resident, resident's representative or family member upon request. Dietary planning and food preparation are designed to meet individual resident preferences as well as the requirements of the Department of Health & Human Services (HHS). <u>Dining Hours:</u>

	Breakfast	Lunch	Dinner
Assisted Living	8:00AM - 9:00AM	12:00PM - I:00PM	5:00PM - 6:00PM
Memory Care	8:15AM -9:15AM	12:15PM – 1:15PM	5:15PM - 6:15PM

Tray service is available ONLY if you are ill. We encourage all residents to attend meals. All staff dine with our residents to share in the pleasure of a more home like setting. \*Please note seating is not assigned.

- a. The resident or representative will arrange for special religious dietary needs.
- b. Community provides:
  - i.) A minimum of three meals daily with snacks.
  - ii.) Food that is attractive, nutritious and appetizing.
  - iii.) Some diets as ordered by the physician and within reason as to cost.
- c. We invite the resident and resident's representative to offer suggestions or request special food items or preparation to the facility Administrator. Ensure, Boost or other enriched drinks will be provided by the resident or resident's representatives.
- d. Our Cook offers an alternative option at every meal. We ask that the resident let his/her caregiver know a few hours' prior if he/she would prefer the alternative meal.
- e. If you would like to invite guests to dine, we ask that you provide the Staff with at least (24) hours advance notice. This will prevent any shortages of meals, otherwise, service is first come, first served.
- 9. TELEVISIONS, RADIOS AND STEREOS are permitted in the resident's room as long as they do not disturb other residents. Residents have the right to select programming of their choice on personal appliances. However, the facility appliances may be used at any time for social and/or recreational activities.

- 10. Residents will have unrestricted use of FACILITY COMMON AREAS between the hours of 7:00 AM and 10:00 PM. We ask that residents cooperate in determining television and radio preferences. Community's staff will resolve any programming disagreements. Residents and their family members may schedule and use the facility television, VCR, DVD or radio for social or recreational activities with Administrator or Manager's authorization.
- 11. Community views the resident's personal room as his or her private domain. Staff will knock at the door and wait for the resident to invite the employee in before entering the resident's room. Residents' family members will not be allowed to enter any other resident's room without permission.
- 12. The Administrator or Manager will assist residents or resident's representative with an inventory of PERSONAL POSSESSIONS upon admission. Community asks that residents keep jewelry and other valuables in a safe deposit box; and we encourage that cash on hand be limited to \$20.00. Community cannot accept responsibility for loss of money or valuables.
- 13. FOOD OR BEVERAGES will be allowed in the resident's room unless otherwise stipulated in the Negotiated Service Agreement. Cooking in a microwave oven is allowed if specified in the service plan. Residents or their visitors may use cooking facilities as approved by facility staff.
- 14. SMOKING is permitted outside of our facility only. To ensure resident safety, facility staff will store smoking implements for residents who require supervision or assistance in order to smoke safely. Noncompliance with the facility's smoking policy may be grounds for termination of a resident's Service Contract or for employee discharge.
- 15. Residents are encouraged to install personal TELEPHONES in their individual rooms, and will retain responsibility for the monthly bill. Community has a telephone in the facility that residents may use for incoming or local calls. If there are extenuating circumstances, residents may request an exception to this rule from a staff member.
- 16. ATTRACTIVE AND SERVICEABLE CLOTHING. To insure safety and comfort, resident clothing, including underclothing, nightwear, and shoes, should be serviceable and fit properly. We suggest that residents bring at least five sets of clothing, which have been marked with nametags or a laundry pen.
- 17. PERSONAL FURNITURE is encouraged as space allows and with the Manager's approval. The resident or representative is required to furnish linens for beds towels, shower curtains and personal toiletries. Community will provide toilet paper and hand soap
- 18. IN CASE OF AN EMERGENCY we will make every effort to contact the resident's physician and act upon his/her instructions. If we are unable to reach the physician, we will activate the Emergency Medical Services.
  - a. A "NO RESUSCITATION" or living will order does not negate emergency treatment if there is injury or illness.
  - b. A "NO RESUSCITATION" or living will order is respected in terms of reviving a resident in the event of death and respecting his or her last wishes in the matter.
  - c. A "LIVING WILL" document is usually valid only in the hospital setting. Residents wishing to forego resuscitation efforts by facility staff or EMS personnel, must obtain a DNR order and/or a Pre-hospital medical advance health directive from their personal physicians.

Community CANNOT BE LIABLE for injuries or other occurrences while the resident is away from the facility. Individuals taking residents from the facility will be requested to sign out and in to facilitate planning care for the resident.

## **Grievance Policy**

#### **Policy Statements:**

- 1. A grievance exists when a resident or his/her representative feels dissatisfied with the care provided by the facility or when a misunderstanding exists regarding decisions made by facility management over which the resident or resident's representative appears to have no control.
- 2. If a resident or resident's representative feels unfairly treated or has a complaint, the resident or resident's representative shall discuss it with the Manager / Administrator, designee or Management Company Management.
- 3. All residents or residents' representatives have the right to present grievances to the Manager / Administrator and/or other staff with freedom from discrimination, coercion, restraint or reprisal in presenting grievances.
- 4. At any step of the grievance procedure, the resident or resident's representative may be represented by another governmental agency, advocacy group or by a representative of the resident's or resident's representative's choosing.
- 5. Community will provide a copy of this grievance procedure to each resident and/or resident's representative upon admission to the facility; and all grievances will be considered as outlined in the procedures below.

#### RESPONSIBLE PERSON: All Community Management and Staff

#### Procedure:

- 1. (Step 1) A resident or resident's representative shall discuss the issue or complaint with the Manager / Administrator or staff member on duty.
  - a. The Manager / Administrator or staff will document the problem on a complaint form, date the form, and immediately begin attempts to resolve the issue.
  - b. Manager / Administrator will notify the resident or representative and advise him/her of progress toward resolution.
  - c. Manager / Administrator and/or Manager / Administrator will follow-up with family to discuss resolution.
- 2. (Step 2) If the issue has not been resolved satisfactorily, the resident or his/her representative shall explain the grievance in writing to the Manager / Administrator.
  - a. The written document will include the cause of the grievance and provide a suggested remedy. A grievance must be brought within 10 working days of the date of the occurrence; decision, service or lack of service was observed.
  - b. The Manager / Administrator, either alone or in collaboration with Management Company Management, shall reach a decision and respond, in writing, within 10 working days of receipt of the written grievance.
- 3. (Step 3) If the resident or resident's representative feels the decision of the Manager / Administrator and/or Management Company Management is unfair, the resident or resident's representative shall respond in writing within 10 working days, requesting reconsideration of the issue.
  - a. The response should offer suggestions for a fair compromise of the situation

- b. Upon receipt of the resident's/representative's response, the Manager / Administrator shall form a committee of three individuals including the Manager / Administrator, the individual who developed the service plan (if different from the Manager / Administrator) or a nurse, and another individual affiliated with the facility (i.e. resident, caregiver or volunteer) to meet and review the grievance. The resident or resident's representative may attend the committee meeting to present the resident's case.
- c. The Manager / Administrator will send a written reply of the committee's decision to the resident or representative within 10 working days.
- 4. (Step 4) If the issue remains unresolved, the resident or resident's representative should seek outside counsel through the State, the Ombudsman, or any other persons or resident advocacy agencies.
- 5. Any disposition that is not appealed according to the schedule outlined above shall be considered settled and binding on the part of the resident, resident's representative, and the facility.

#### MEDICATIONS POLICY

Medication assistance is available, including supervision and/or administration. This may be performed by a licensed nurse or delegated to an unlicensed individual by an RN in accordance with the Board of Nursing Nurse Practice Act. The amount and type of assistance will be defined in the Resident's service plan and will be in accordance with the following terms:

- All prescribed medications must be dispensed through a pharmacy or by the Resident's treating physician or dentist.
- Sample medications may be used only if the medication has specific dosage instruction for the individual Resident.
- If a preferred pharmacy is utilized by Resident, Community will request refills on Resident's behalf to maintain the medication supply.
- For prescriptions filled through a pharmacy other than a preferred pharmacy, if applicable, the Responsible Party must request refills and maintain the medication supply on behalf of the Resident.

In memory care settings:

- For the safety of our residents, all medications must be stored in the Community's locked medication area and must not to be kept in a resident's room.
- For the safety of our residents, all hygiene supplies (including but not limited to mouthwash, toothpaste, cleaning supplies, liquid handsoap, shampoo, etc.) must be stored in the Community's locked medication area and must not be kept in a resident's room.

#### PROVIDER BILL OF RIGHTS

Each assisted living facility must post a Providers Bill of Rights in a prominent place in the facility. The providers' bill of rights must provide that a provider of assisted living services has the right to:

- 1. Be shown consideration and respect that recognizes the dignity and individuality of the provider and assisted living facility;
- 2. Terminate a resident's contract for just cause after a written 30-day notice;
- 3. Terminate a contract immediately, after notice to the department, if the provider finds that a resident creates a serious or immediate threat to the health, safety, or welfare of other residents of the assisted living facility;
- 4. Present grievances, file complaints, or provide information to state agencies or other persons without threat of reprisal or retaliation;
- 5. Refuse to perform services for the resident or the resident's family other than those contracted for by the resident and the provider;
- 6. Contract with the community to achieve the highest level of independence, autonomy, interaction, and services to residents;
- 7. Access patient information concerning a client referred to the facility, which must remain confidential as provided by law;
- 8. Refuse a person referred to the facility if the referral is inappropriate;
- 9. Maintain an environment free of weapons and drugs; and
- 10. Be made aware of a resident's problems, including self-abuse, violent behavior, alcoholism, or drug abuse.

#### Information Regarding Authorized Electronic Monitoring for Assisted Living Facilities

A resident or the resident's guardian or legal representative is entitled to conduct authorized electronic monitoring (AEM). To request AEM, you, your guardian or your legal representative must:

- 1) complete the Request for Authorized Electronic Monitoring form (available from the facility);
- 2) obtain the consent of other residents, if any, in your room, using the Consent to Authorized Electronic Monitoring form (available from the facility); and
- 3) give the form(s) to the facility manager or designee.

#### Who may request AEM?

- 1) The resident, if the resident has capacity to request AEM and has not been judicially declared to lack the required capacity.
- 2) The guardian of the resident, if the resident has been judicially declared to lack the required capacity.
- 3) The legal representative of the resident, if the resident does not have capacity to request AEM and has not been judicially declared to lack the required capacity.

Who determines if the resident does not have the capacity to request AEM?

The resident's physician will make the determination regarding the capacity to request AEM. When the resident's physician has determined the resident lacks capacity to request AEM, a person from the following list, in order of priority, may act as the resident's legal representative for the limited purpose of requesting AEM:

- 1) a person named in the resident's medical power of attorney or other advance directive;
- 2) the resident's spouse;
- 3) an adult child of the resident who has the waiver and consent of all other qualified adult children of the resident to act as the sole decision maker;
- 4) a majority of the resident's reasonably available adult children;
- 5) the resident's parents; or
- 6) the individual clearly identified to act for the resident by the resident before the resident became incapacitated or the resident's nearest living relative.

#### Who may consent to AEM?

- 1) The other resident(s) in the room.
- 2) The guardian of the other resident, if the resident has been judicially declared to lack the required capacity.
- 3) The legal representative of the other resident, if the resident does not have capacity to sign the form, but has not been judicially declared to lack the required capacity. The legal representative is determined by following the procedure for determining a legal representative, as stated above, under "Who determines if the resident does not have the capacity to request AEM?"

Can a resident be discharged or refused admittance for requesting AEM?

A facility may not refuse to admit an individual and may not discharge a resident because of a request to conduct AEM.

What about covert electronic monitoring?

A facility may not discharge a resident because covert electronic monitoring is being conducted by or on behalf of a resident. A facility attempting to discharge a resident because of covert electronic monitoring should be reported to the local office of Long Term Care Ombudsman.

What is required if a covert electronic monitoring device is discovered? If a covert electronic monitoring device is discovered by a facility, the resident must meet all requirements for AEM before monitoring is allowed to continue.

#### Is notice of AEM required?

Anyone conducting AEM must post and maintain a conspicuous notice at the entrance to the resident's room. The notice must state that an electronic monitoring device is monitoring the room.

What is required for the installation of monitoring equipment?

The resident or the resident's guardian or legal representative must pay for all costs associated with conducting AEM, including installation in compliance with life safety and electrical codes, maintenance, removal of the equipment, posting and removal of the notice, or repair following removal of the equipment and notice, other than the cost of electricity.

A facility may require an electronic monitoring device to be installed in a manner that is safe for residents, employees, or visitors who may be moving about the room. A facility may also require that AEM be conducted in plain view.

The facility must make reasonable physical accommodation for AEM, which includes providing:

- 1) a reasonably secure place to mount the video surveillance camera or other electronic monitoring device; and
- 2) access to power sources for the video surveillance camera or other electronic monitoring device.

What is required for the use of a tape or recording by an agency or court?

Subject to applicable rules of evidence and procedure, a tape or recording created through the use of covert monitoring or AEM may be admitted into evidence in a civil or criminal court action or administrative proceeding. A court or administrative agency may not admit into evidence a tape or recording created through the use of covert monitoring or AEM or take or authorize action based on the tape or recording unless:

- 1) the tape or recording shows the time and date the events on the tape or recording occurred, if the tape or recording is a video tape or recording;
- 2) the contents of the tape or recording have not been edited or artificially enhanced; and
- 3) any transfer of the contents of the tape or recording was done by a qualified professional and the contents were not altered, if the contents have been transferred from the original format to another technological format.

Are there additional provisions of the law?

A person who places an electronic monitoring device in the room of a resident or who uses or discloses a tape or other recording made by the device may be civilly liable for any unlawful violation of the privacy rights of another.

A person who covertly places an electronic monitoring device in the room of a resident or who consents to or acquiesces in the covert placement of the device in the room of a resident has waived any privacy right the person may have had in connection with images or sounds that may be acquired by the device.

#### HIPAA POLICY

## Health Insurance Portability and Accountability Act

Policy Statements: All resident records - including medical and financial records - must be HIPAA compliant and treated with the utmost confidence.

- 1. No resident's medical status or history shall be discussed outside the confines of the Community.
- 2. All residents and resident's representatives, or any other individual authorized in writing by the resident or resident's representative, may have access to the resident's individual records during normal business hours or at a time predetermined by the Manager/ Administrator or designee and the resident or resident's representative.
- 3. Resident records may be disclosed only to the individuals identified in the admitting contract and authorized by the procedures below.

#### RESPONSIBLE PERSON: Manager / Administrator and All Personnel

Procedures: Any resident or resident's representative may request to see the resident's records during normal business hours.

- 1. If the resident or resident's representative desires, the Manager / Administrator or Manager / Administrator's designee, should be available to answer questions regarding documentation in the records.
- 2. Family members, attorneys and other individuals who are not the resident's representative can only review the records with the written permission of the resident or resident's representative.
- 3. Health Care Professionals involved in the direct care of the resident may have access to the medical records of the resident for the purposes of determining needs, planning care, developing Service plans and writing orders. These include the primary care provider (physician or other medical practitioner), Nurses (agencies or contract) and ancillary professionals (PT, OT, ST, MSW, DDS, etc.)
- 4. A resident or resident's representative desiring copies of a resident's record must submit a written request that includes a signature and date. The copies will be made available within 5 working days.
- 5. Residents' financial records and medical records will be stored in a secured area.
- 6. Residents' medical and financial records will be made available to representatives of the Texas Department of Health & Human Services (HHS) only after proper identification is produced.
- 7. The resident's image or photograph will not be used in any publication of the facility without the written permission of the resident or resident's representative.
- 8. Breach of resident's confidentiality of medical or financial status of records is grounds for personnel discipline up to and including termination of employment by the facility.
- 9. Altering or falsifying any resident record by a personnel member is grounds for immediate termination.
- 10. Any resident or resident's representative wishing to alter or add to any information previously submitted must do so in writing but must not be allowed to change any previous form or written submission.
- 11. Any individual wishing to have information regarding the medical status of any resident must have the written permission of the resident or resident's representative prior to receiving that information.
  - a. This includes family members and friends of the resident.
  - b. This does not apply to health care providers involved in the care of the resident.
- 12. Information regarding a resident's medical or physical condition will be disclosed over the telephone only after making positive identification that the individual on the other end is authorized by the resident or resident's representative to receive such information.

Permission to be Transported	
I give permission to be transported by licensed and	l insured employees of the Community van.
Resident's Name	Date

# Authorization for Sex Offender Registry Verification

I give permission for Community to complete a Sex Offe	ender Registry check.
Residents Full Name:	-
Date of Birth:	
Signature:	

## Permission to Publish And Consent to Photograph and/or Video

Community reserves the right to photograph and/or videotape activities and events held at our community. Occasionally, Community will use direct quotes or photograph individuals for the purpose of advertising and marketing. Community will <a href="Not use the last name of any resident used in its advertising">Not use the last name of any resident used in its advertising.</a>

Please initial the areas that you give consent to Community to use your photo:

Yes	No	
		Newspapers
		Newsletters
		Electronic Publishing (internet)
		Marketing/Advertising
		Local/Regional/National News Media

#### SMOKE FREE ENVIRONMENT

Purpose: This policy's intent is to provide a safe and healthy environment for our

employees, residents, and visitors. All employees share in and have the

responsibility for enforcing this policy.

Smoke-Free Areas: All areas of the workplace are smoke-free without exception. Smoking or any

facsimile thereof is not permitted anywhere at the workplace, including the parking lot, sidewalks, company vehicles, etc. Smoking, if permitted, may be

allowed per designated areas on each campus.

Compliance: Compliance with the smoke-free policy is mandatory for all with no exceptions.

Employees who violate this policy are subject to disciplinary action up to and

including termination.

Questions: Any questions regarding the smoke-free policy should be directed to your

facility administrator.



## Authorization Agreement for Pre-Arranged Payments (ACH Debits)

I (We) hereby authorize Community Assisted Living, hereinafter called COMPANY, to initiate debit entries to my (our): Checking or Savings (select one) account indicated below and the Bank named below, hereinafter called DEPOSITORY to debit the same to such account.

*All boxes need to be	filled in by POA of Resident, or Resident**
Location:	Date:
Resident Name:	Responsible Party:
Address:	City:
State/Zip:	Phone Number:
Bank D	DEPOSITORY Information
Name of Bank:	Name on Account:
Address:	Type of Account: □ Savings □ Checking
City:	Account Number:
State/Zip:	Bank Routing Number:
Bank Phone Number:	Start Date:
	**Must have a date selected (1 st or 3rd day of the month
ACH Payments will be withdrawn either on the	e 1 and the 3rd of the Month. — Please choose one.
This authority is to remain in full force a notification from me (or either of us) of its	nd effect until Company and DEPOSITORY has received written termination.
Signature of Authorization:	Date:
**Voided check	is to confirm bank information**
D1 a a a a a 44	1
Please att	ach a voided check.