

Assisted Living

RESIDENT HANDBOOK



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ASSISTED LIVING HANDBOOK

Thank you for choosing us!

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

Our Philosophy

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

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

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

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

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

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

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

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

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

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

About Ohio Living Rockynol

Ohio Living Rockynol is owned and operated by Ohio Living, Ohio's largest and most experienced not-for-profit provider of life plan communities and services. A distinguishing feature of Ohio Living is the Life Care Commitment, which helps assure Ohio Living residents that they will always have a home in our communities – even if – in good faith – they run out of funds meant to see them through.

Ohio Living Rockynol Campus

Ohio Living Rockynol is located on 15 acres of beautiful park-like grounds, creating a perfect setting for early morning walks, fresh air, and family and social gatherings by the pond. For off-campus adventures, Ohio Living Rockynol is located within minutes of major highways, renowned museums, quality theater and entertainment, professional sporting teams and events, as well as numerous golf and recreational facilities.

Ohio Living Rockynol features:

- Comfortable neighborhood setting
- Private dining room
- Recreational, social, and educational opportunities
- Computer resource center and library
- Wellness programs
- Worship and spiritual life activities
- Beauty salon/barber shop

As a life plan community, Ohio Living Rockynol offers a variety of on-site housing options and health care services, plus many other features customized to your needs.

Apartment Living provides the freedom from home upkeep and maintenance so that you can live life your way. Our apartments offer a unique range of sizes, designs, features, services, and amenities.

Assisted Living offers spacious accommodations with customized features and personalized care and services. We also offer memory care assisted living for individuals with Alzheimer's or other memory loss.

Rehabilitation and Long-Term Nursing Care are available for individuals who are recovering from an illness, injury, or surgery that required hospitalization, or for those who need 24-hour nursing care. Our rehabilitation services include physical, occupational, and speech therapies.

Ohio Living Rockynol Assisted Living

Free transportation is available to grocery shopping every week as well as monthly trips to Summit Mall. Transportation to 15 medical appointments per year at no charge locally is also included.

Three meals a day are included in your monthly rent, prepared by our executive chef in our restaurant-style dining room.

Small pets are welcome in your apartment.

Our goal is to keep you active – body, mind, and spirit. We offer exercise classes 6 times per week, including Rhythm and Exercise, stretching and range of motion and classes utilizing small hand weights, as well as exercise equipment.

There are plenty of opportunities for socialization at our birthday parties, cocktail parties and socials. We offer a variety of outings to local restaurants, area zoos, sporting events and spa trips.

Resident Centered Care

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

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

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

Absence from the Community

If you will be away from your apartment overnight or longer, please let the Assisted Living Nurse know. Please remember to leave your Personal Help Button pendant in your apartment while you are gone. Any time you are leaving the building throughout the day (appointment, meals, shopping, etc.) please be sure to sign out.

Activities

See monthly calendar for detailed scheduled and special events.

Advance Directives

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

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

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

Ancillary Charges in Assisted Living

Administration

Administration	
Roll Away Bed	\$10/night
Pet Policy (initial move-in fee)	\$400
Pet Maintenance fee	\$200/year
Private Pay Therapy/Rehab (when not covered by insurance)	_ \$75/unit
Medical Records (CPI) If request is made by resident or resident's representative:	
First 10 pages	\$2.59/page
Pages 11-50	\$0.53/page
Data recorded other than on paper	\$0.21/page
Cost of postage	Actual cost

If request is made by someone other than resident	t or resident's representative:
Initial fee for Records Search	<u> </u>
Data recorded other than on paper	\$1.76/page
Cost of postage	Actual cost
Beauty/Barber (all fees set by beautician, who is a licensed control Shampoo and Set	
Shampoo, Dry, Curling Iron	
Haircut	
Shampoo and Haircut	
Shampoo Only	\$8
Weekly Fanciful Rinse	\$3
Perms (includes Haircut and Set)	\$57
Color Retouch	\$50 and up
Manicures	\$17 + Tax
Clip and File Nails	\$10 + Tax
Clip, File Nails and Polish	\$13 + Tax
Dining Services Extra Breakfast Ticket	\$6
Extra Lunch Ticket	\$8
Extra Dinner Ticket	<u> </u>
Holiday Meal	\$14
Housekeeping & Laundry Services Fire-Rated Mattress Cover	\$9.40 Twin \$14 Full
Pet Clean-up	\$25/incident
Additional Cleaning (off-schedule)	\$25
Annual Thorough Cleaning	Included

Maintenance

Repair of Personal Property	_ \$13/hour + Materials
Moving Assistance (one apartment to another)	_ \$50/hour
Replace Lost Key	_ \$2
Lifeline Button Replacement	_ \$100
Transportation (Private Pay Rates)	
Zone 1 (non-medical)	_ \$4 each way
Zone 2 (non-medical)	_ \$8 each way
Zone 3 (non-medical)	_ \$15 each way
Zone 4 (non-medical)	_ \$25 each way
Zone 5 (non-medical)	_ \$15 per hour + \$0.75/mile
Companion Services	_ \$20/hour
Group Outings - non-resident	_ \$5

Assisted Living Nurse and Assisted Living Nurse Clinic

The office of the Director of Assisted Living is located just off the main lobby.

The Assisted Living Nurse Clinic is located on the 3rd Floor of Assisted Living. You can reach the nurse by calling 330.867.2150. Please be aware that the nurse is not always in the clinic, she may be out passing meds or attending to residents. Please leave a message if she does not answer and your call will be returned as soon as possible. If a resident needs immediate assistance, they should press the Personal Help Button Pendant and an aide will respond promptly.

Beauty and Barber Shop

The Salon at Ohio Living Rockynol, managed by Salon PS, LLC, located in the Main Street of Ohio Living Rockynol off the assisted living lobby, offers a variety of services from shampoo and conditioning, sets and cuts, color, perms and relaxers, spa treatments and aesthetics. To make an appointment please call the Salon at 330.867.2150, ext 240. Hours of operation are Tuesday through Friday 9 a.m. to 3 p.m. Gift certificates are available.

Business Office

The Business Office is located just off the Assisted Living Lobby. Residents can set up a Personal Use Account (PUA) and a Resident Funds Account in the Business Office. This is a secure place to keep cash and to withdraw cash, as needed, during normal business hours. The account works similar to a passbook savings, whereas deposits and withdraws are made based on the amount in the account. Residents can cash checks, charge purchases in the Cozy Corner and use it to purchase postage stamps. You will receive a quarterly statement on the activity in the account.

Bill of Rights

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

Cable TV/Internet Service

Basic cable service is included in monthly rent. Any expansion of these services will need to be arranged with our cable provider. (Spectrum)

Channel 1851 is our internal station that lists upcoming events and announcements for the campus.

Cozy Corner

The Cozy Corner is a sundry shop located in the Main Street of Ohio Living Rockynol, off the assisted living lobby. Residents may purchase toiletries, a variety of snacks, bottled water, greeting cards, etc. For items not available there, residents are responsible for finding someone to purchase the item. Residents may pay cash or charge against their Personal Use Account for all purchases. Store hours are Monday through Friday, 11 a.m. to 1 p.m.

Dining Services

Menus

Daily Special Menus are posted outside the Dining Room. There are a variety of alternatives available each day, as well.

Meal Service Times

• Breakfast: 8 to 10 a.m.

• Lunch: 11:30 a.m. to 1:30 p.m.

• Dinner: 4:30 to 6:30 p.m.

Guest Meal Rates

It is preferred to charge guest meals to the resident's statement. Please see the section on ancillary charges for prices.

Dining Room Guidelines

Please observe the following when coming to the dining room for meals:

- Appropriate dress is to be worn in the Dining Room
- If there is an issue with your food, please contact your server so that we may resolve the issue immediately.
- Please be kind and respect your neighbor.

Door Access After Hours

The main entrance doors are unlocked 8 a.m.to 7:30 p.m. After hours, entry to the building can only be gained using a key fob or the push pad to the front desk.

General instructions for key fob use:

The key fob entry pads are small pads that are magnet activated to unlock and / or open select doors throughout the community. To use the key fob, simply hold the fob directly in front of the magnetic pad until you hear a buzzing sound and the light turns from red to green.

Main Entrance doors:

These doors are unlocked 8 a.m. to 7:30 p.m. Monday through Friday, and 8:30 a.m. to 7 p.m. Saturday and Sunday. After-hours, a magnetic key fob is required for access into the building. Doors will unlock and open automatically. The push pad at the front desk will work 24 hours per day.

Chapel Entrance doors:

A key fob must be used to enter the Chapel.

Emergencies

After Hours Emergency Number:

330.714.2139 (Not for medical emergencies)

Fire

Smoke Detectors

In your apartment, you have two smoke detectors.

One smoke detector is wired directly to the electrical system. This smoke detector is required by the City of Akron. It sounds only in your apartment and warns only you of smoke and fire in your apartment.

The other smoke detector is a battery operated smoke detector that is connected with our Lifeline system. When smoke is detected, it triggers your lifeline unit in your apartment, which sends a message to the front desk of the Towers and the front desk of the apartments. They will notify the fire department unless you call and tell them it is a false alarm.

If the Fire Alarm Sounds:

- 1. Close your door.
- 2. Remain in your apartment.
- 3. Staff will arrive soon to assist you.

If You Discover a Fire in Your Apartment:

- 1. Leave your apartment immediately.
- 2. Close the door.
- 3. Pull a fire alarm.
 Fire alarms are located throughout each of the hallways next to exit doors. Please take note of the fire alarm located nearest your apartment.
- 4. Go to a stairwell if possible.

Tornadoes

Tornadoes are spinning funnel-shaped clouds that move along the ground. With winds up to 222 miles per hour or more, twisters can destroy just about anything in their path. Nobody can stop a tornado, but with a little pre-planning and thinking ahead, you can be prepared.

If weather conditions in your area become threatening you will be notified by either staff or your floor safety monitor. If threatening weather occurs when staff is not available to spread the word, the "R" floor chairs have agreed to call every resident on their floor and advise of the conditions. Please be aware of the procedure so you will know what to do if a tornado watch or warning occurs.

Tornado Watch:

- 1. Go into your bathroom.
- 2. Wait for further announcement.

Tornado Warning:

- 1. Stay in your apartment.
- 2. Close the door.
- 3. Go into the bathroom.
- 4. Stand away from doorways.
- 5. Wait for the all clear to sound (the door buzzer will ring).

Care Point (Lifeline) System

In case of emergency, our campus is equipped with a care point (Lifeline) system. This system consists of a personal help button (PHB) pendant, which is worn as a necklace, and fixed units in the public restrooms and fitness center.

Sensors are also located throughout the campus outside.

If there is an emergency, please push the button on your pendant and call 911. A staff member will respond to your call and assist you to call 911 if you are unable to do so.

If you will be away from home for longer than overnight, please leave your PHB pendant inside your apartment.

Frequently Asked Questions About the Lifeline System

Q: How far away does my button work from my apartment?

A: The Care Point System alerts Ohio Living Rockynol staff that a resident needs assistance throughout the campus. The system shows your general location. Please stay where you are and be assured that a staff member will assist you as soon as possible.

Q: If I push my PHB, does 911 get summoned?

A: No. In addition to pushing your PHB, you must dial 911. Please dial 911 BEFORE pushing your PHB if possible. If you are unable to call 911, be assured that someone from Ohio Living Rockynol will respond to the alert. However, if at all possible, it is best that you call 911.

Q: What happens if the electricity goes out?

A: This system is connected to our emergency generator. A power outage does not affect the functionality.

Q: What if I get my button wet?

A: Your pendant is waterproof. You can even shower with it on.

Q: How do the fixed alert systems work?

A: In the public restrooms, you will find a unit with a pull cord. In case of emergency, pull the attached cord and a staff member will respond to your location to assist you.

In the fitness center, there is a unit that has a push button to summon help.

Power Outages

A power outage may affect the entire neighborhood, the building or a single residence. An emergency generator automatically activates if there is a general power outage in the apartments. When on emergency power, the electrical supply is limited to certain areas and systems, i.e., hallways (red outlets only), stairwells, the phone system, the lifeline system and one elevator. There will be no power to individual apartments and cordless phones will be operational.

If the power goes out in your apartment, check the operation of the hallway lights. If only a few hallway lights are on, there is a building-wide outage and only emergency lighting is operational. If all lights in the hallway are on, report the power outage to the

Maintenance Department at 330.867.2150 Ext 261. Please DO NOT call the front desk or Maintenance if the outage is building-wide.

It is advisable for all residents to have at least one flashlight with fresh batteries on hand at all times. Please consider equipping each room with a flashlight for safety.

Environmental Services

Work orders are available at the Front Desk to request services from the Environmental Service Department. Services include plumbing issues, light bulb replacement, electrical issues, etc. Please note, there may be a service charge for some items.

As a reminder, extension cord, electric blankets space heaters and heating pads are NOT permitted in your apartment due to fire regulations. Power strips may be used in your apartments.

Grievances

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

Housekeeping

The Housekeeping staff cleans your bathroom, dusts, and vacuums your apartment weekly. Each apartment is allocated a block of time depending on its size.

The housekeeping department will notify you in advance via a written notice of the annual thorough cleaning schedule. When the housekeepers thorough clean your apartment, they will dust and vacuum behind all furniture, polish cabinets, clean bathroom tile.

Please be prepared to be serviced at your appointment time so that services are not compromised. If services are delayed per your request, the housekeeper can only service you in the remaining time left within your allotted timeframe.

Laundry Rooms

Laundry Rooms are located on the 1st Floor of the Assisted Living. Signup sheets are located in the laundry room. Staff can assist with laundry, if needed, on a weekly basis. Please see the Director of Assisted Living to set up these services.

To keep our Laundry Rooms pleasant for everyone, please abide by these rules:

- Please do not overload the machines.
- Clean out the lint collected in the dryer after each load and dispose of the lint in the trash bins.
- Do not store personal laundry supplies in the Laundry Room.
- Remain in the area when doing laundry so the machines can be emptied promptly and others will be able to use them.

Mail Service

Resident mail will be delivered Sunday – Friday each afternoon by the Activity Department. If the mail is not delivered to Ohio Living Rockynol until after 4:30pm, it will be delivered the next day. An outgoing mail bin is located at the Reception area of the Assisted Living.

Newspapers

The Akron Beacon Journal and other newspapers can be delivered to residents at their own expense by contacting their subscription department to make arrangements for delivery and payments.

Non-Discrimination Policy

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

Notification of Changes

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

Nursing Care and Staffing in the Health Care Center

We provide licensed nursing care around the clock. Our ratio of state-tested nursing assistants to residents meets or exceeds state requirements. As part of our philosophy, our staff supports and encourages residents to maintain their dignity and independence at all levels of care.

Payment of Bills

We accept a variety of payment plans and insurances. If you have any questions regarding your bill, please contact the name on your statement at 1.800.686.7800.

One Call Now

Ohio Living Rockynol uses the One Call Now system to keep residents and families informed of important information and events happening at Ohio Living Rockynol. With One Call Now's group messaging service, it is easy to quickly send a message to multiple residents and family members at once in a variety of ways: phone (cell or landline), text or email. Please be sure that Ohio Living Rockynol has your current phone number(s) and email address so we can keep you informed

Personal Furnishings

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

Pet Policy

Ohio Living Rockynol residents may have one pet per apartment (dog, cat, or bird) not to exceed 25 pounds or 20" in height when fully grown. Personal assistance dogs are exempted from this restriction. Dogs/cats must be spayed/neutered and not create a disturbance for neighbors. Pets must be examined and vaccinated by a veterinarian at least yearly. Veterinary records must be kept by the pet owner and also given to the Director of Resident Life. Resident agrees to provide proof of inoculations annually.

Any damage caused by the pet will be the responsibility of the owner. Pet owners must make arrangements for the care of their pets, including a boarding kennel, in the event they will be away or are no longer able to care for them.

Management reserves the right to require the pet owner to find another home for their pet if any of the following occur:

- 1. Resident is unable to provide adequate care
- 2. Pet becomes safety issue
- 3. Resident fails to abide by agreed upon policy

There will be an initial move-in fee of \$400.00 charged for pets and an annual fee of \$200.00.

Birds

Birds must be quiet and not destructive to the facility.

Cats

Cats must be litter trained, quiet and not destructive to community property. Cats must be controlled by an animal carrier or leash when out of the apartment. Litter must be kept clean, free of odors and disposed of by placing in a plastic bag, secured, and placed into the trash.

Dogs

Dogs must be housebroken, not aggressive, and not be destructive to the facility. Dogs are not allowed in common areas except as an egress. When exercising the animal outdoors, please use the areas behind the apartments and garages. Residents must clean up after the animal immediately. Dogs must be controlled by a short leash when in the buildings and in the control of the owners when outdoors. When using the elevators, dogs must be placed next to the wall with the owner providing a barrier between the dog and the other persons on the elevator.

Risk Agreements

In assisted living center and sometimes in the health care center, we sometimes use written, signed risk agreements, which identify the risks inherent in a decision made by a resident their responsible party. Under a risk agreement, the resident or responsible party and the facility agree to share responsibility for making and implementing decisions affecting the scope and quantity of services provided by the facility to the resident. The following situations are examples, which may require the use of a risk agreement, 1) the resident needs services or accommodations beyond that, which the RCF provides, 2) refuses needed services, 3) fails to obtain needed services for which they agreed to be responsible. These agreements are maintained in the resident's record

Storage

The Storage Room is located on the 1st floor of assisted living. Each apartment will have one storage unit. No other storage is available on campus. Please make sure all objects are not sitting directly on the floor, but wrapped in plastic or off the floor entirely to protect your belongings.

Telephone Services

Telephone services can be arranged through AT&T at 1.800.660.1000.

Telephone service is also available through Spectrum at 1.855.261.7122.

Tips and Gratuities

It is Ohio Living Rockynol's policy that staff members cannot accept any type of tip, gratuity or gift from current or past residents or their families. This would include, but not limited to, gift cards, money, gifts, personal items residents are disposing of, etc. Employees who accept such gratuities or gifts are subject to disciplinary action and/or termination.

If you would like to thank a staff member or department, please consider a tray of cookies, box of chocolate or something that can be shared within the entire department. Or, consider giving through the Ohio Living Rockynol Employee Appreciate Fund which is distributed to all employees at the holidays.

Transportation Services

For your convenience, Ohio Living Rockynol provides scheduled transportation services routinely for residents in accordance with our monthly schedule. If you desire transportation to destinations not included on the scheduled routes, you may request to have it scheduled by contacting the Transportation Coordinator at 330.867.2150, Ext. 221. All requests will be filled on a first-come, first-served basis.

Residents do need to be independently mobile to use this service, or have someone accompany them for assistance. Although drivers can provide limited assistance, they cannot leave vehicles unattended at pick up or drop off points. Please notify assisted living nurse in advance if you need a companion and/or assistance.

Scheduling

Although we will always try to be flexible with scheduling appointments and transportation, conflicts may sometimes arise. In the event of a conflict, we can try to reschedule the appointment or secure transportation through a third party provider.

In order to minimize potential scheduling conflicts, we ask that all residents and/or their family member arrange transportation as far in advance as possible but no later than 24 hours prior to the scheduled appointment. In the event you need to cancel or reschedule an appointment, please notify the transportation coordinator as far in advance as possible.

- Call the assisted living nurse at 330.867.2150, ext. 298.
- Meet the driver in the front lobby at your scheduled pick up time.

Medical transportation includes the following:

- Physician's offices, dentist, and eye doctors
- Hospital, rehabilitation centers
- Dialysis center and chemotherapy treatment

Medical Emergencies

Ohio Living Rockynol does not provide transportation services under the following circumstances:

Medical emergencies – when a person's health is in serious danger and an ambulance is the only safe way to transport.

You are confined to your bed (unable to get up from bed without help, unable to walk, and unable to sit in a chair or wheelchair).

You need vital medical services during your trip that are only available in an ambulance, such as administration of medications or monitoring of vital functions.

Medical Transportation

Transportation is offered Monday through Friday between the hours of 8 a.m. and 3 p.m. for all routine medical appointments.

Ohio Living Rockynol provides complimentary transportation for medical appointments fifteen (15) times per calendar year within Zones 1 & 2. Please refer to the schedule at the end of this section for all additional transportation costs. Any unused medical appointments are not transferrable among residents and not carried over from year to year.

Except for emergent medical needs, transportation is arranged on a first-come, first-served basis and all appointments must be scheduled in advance by the following procedure: At least one (1) day prior to your appointment.

Group Outings

Group Outings are offered monthly to destinations such as restaurants, area zoos, spas, etc. Sign up in advance for these outings on a first come, first serve basis. Fees from these outings will be charged to your monthly statement.

Scheduled Routes

For your convenience, Ohio Living Rockynol runs regularly scheduled routes every Monday, Wednesday, and Friday for banking, grocery, and other shopping needs.

Schedule #1

Departs at 9:45 a.m. and returns at approximately 10:45 a.m.

Sign up at the front desk before 9:30 a.m.

Stops include:

Acme #1

Gabriel's or Big Lots

Key Bank, US Bank, PNC Bank, First Merit Bank

Schedule #2

Departs at 12:45 p.m. and returns at approximately 1:45 p.m.

Sign up at the front desk before 12:30 p.m.

Stops include:

Fairlawn Town Centre

CVS

Target

Acme #1

Ohio Savings Bank

Giant Eagle

Additionally, once each month, we offer 2.5 hour trips to Summit Mall. These trips are scheduled and posted in advance at the front desk. Please sign up in advance at the front desk no later than 24 hours in advance.

Worship Services (Sunday)

Transportation is provided every Sunday to/from local churches in the Akron area in accordance with the following departure schedule/times:

Fairlawn Lutheran 8:35 a.m.

St Paul's Episcopal and Westminster Presbyterian 10:10 a.m.

St Sebastian/New Covenant Presbyterian 10:25 a.m.

Transportation Fees

Zone 1 (0.1 - 10 mile radius)

Medical Appointments: 15/year FREE Non-Medical Appointments: \$4 each way Akron, Barberton, Copley, Cuyahoga Falls, Fairlawn, Firestone Park, Stow, Tallmadge

Zone 2 (11-20 mile radius)

\$8 each way

Brimfield, Hudson, Kent, Medina, Rittman, Richfield, Wadsworth

Zone 3 (21-30 mile radius)

\$15 each way

Brunswick, Canton, Parma, Ravenna, Streetsboro

Zone 4 (31-40 mile radius)

\$25 each way

Alliance, Cleveland, Louisville, Massillon, Wooster

Zone 5 (40+ mile radius) \$15 per hour + \$0.75 per mile Ashland, Columbus, Dayton, Elyria, Pittsburgh, Sandusky, Warren, Youngstown

Trash

Please, no food waste or liquids are to be put into the recycle bins. All trash must be tied in plastic bags.

Voter Registration

You may re-register to vote or request an absentee ballot after moving to Ohio Living Rockynol by seeing any Activity Staff Member. For each primary, general and special election, the Board of Elections will set up a polling location inside Ohio Living Rockynol for those who requested an absentee ballot. For any questions on the voting process at please contact the Director of Resident Life at 330.867.2150 ext 336.

Worship Services

Transportation to and from select local worship services are available on Sundays. Please see the "Transportation" section of this book or the front desk for details.

Ohio Living Rockynol also offers a variety of spiritual opportunities here on campus including a Sunday service in the Myrna and Hugh Porter Chapel, weekly Catholic Services, as well as weekly fellowship and Bible Study Groups.

Misc. Outside Services

*Ohio Living Rockynol does not endorse any vendor or their services

Grocery Delivery

Hometown Grocery Delivery	330.618.6843

Alterations & Repairs

The Traveling Seamstress, Joyce Knight	330.630.5889
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Dry Cleaning & Laundry Service

Esprit Cleaners	330.668.2610
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Fussy Cleaners 330.352.8946

Both cleaners offer free pickup and delivery.

Pet Care

Cathy's Critter Care 330.328.1173

Ruth's Pet Sitting 330.622.3096 or 330.899.0213

Computer Services

Jeff Stevenson 330.325.0424

Home Health Services

Ohio Living Home Health & Hospice 330.873.3468

Senior Helpers 330.922.7829

SUMMA At Home Hospice 888.886.1828

Hospice Services

Ohio Living Home Health & Hospice 330.873.3468

SUMMA At Home Hospice 888.886.1828

Hospice of the Western Reserve

216.383.2222

Transportation Services

Summit County Transportation Infoline 330.374.0333

American Medical Transportation 330.752.4477

Non – emergency medical transportation. Wheelchair transport is available.

Atlantic Medical Transportation 216.531.9666

Medical transport for Medicaid Eligible. Will transport to Cleveland.

Buckeye Transport Services, LLC 330.784.7388

Wheelchair transport is available

Canal Transportation 330.865.0098

Medical transportation for Medicaid Eligible. Fully insured. Drivers trained by American Red Cross – CPR and First Aid. Will transport in wheelchair only –can provide not available

City Yellow Cab Co 330,253,3141

Additional charges apply for outside city limits. 24 hour notice for trips on Mon – Fri. Must schedule by Friday for weekend services. 15 passenger vans also available (call for rates)

Emerald Transportation 800.404.8911

Will bill Medicaid for medical wheelchair transportation.

Ohio Living Rights and Responsibilities of Resident (For all levels of care)

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

and expense, to restore and return the Unit to its original condition.

Damage to Ohio Living' property. Resident is responsible for payment for any loss or damage to any community at Ohio Living or its property caused by Resident or any person or animal in Resident's charge.

Insurance. Resident is responsible for providing personal property and liability insurance to cover Resident, Resident's guests, and Resident's possessions. If Resident has an authorized personal mobility aid device and causes damage or injury, Ohio Living will not be liable for any damage or injury unless caused by Ohio Living' own negligence. Ohio Living will not be responsible for and Ohio Living' insurance will not protect Resident against any loss or damage to Resident's personal property from theft, fire, or other cause. Resident and Ohio Living each agree to and hereby do waive all rights of recovery and causes of action against the other for damage to property caused by any of the perils covered by any of their respective policies of insurance as now or hereafter in force, notwithstanding that any such damage or destruction may be due to the negligence of either party, or persons claiming under or through them.

Attending Physician. This provision does not apply to those residents in Ohio Living' Independent Living facilities. However, Ohio Living does strongly encourage Independent Living residents to be under the medical care of a licensed physician. Resident in licensed areas will agree to be under the medical care of an attending licensed physician chosen by Resident, subject to the physician meeting the requirements of Ohio Living' Physician Credentialing Policy. In the event that the Resident's physician (a) is unavailable in the event of an emergency or (b) fails to comply with Ohio Living rules or procedures or applicable local, state or federal law, the Resident shall immediately choose another physician who agrees to follow and abide by the rules, policies, and procedures of Ohio Living and of the state and federal governments. Ohio Living may require the Resident to utilize the services of Ohio Living' medical director or another physician. The Resident understands and acknowledges that the attending physician is not an employee of Ohio Living and that Ohio Living is neither liable nor responsible for the acts or omissions of the attending physician. Resident acknowledges that he/she remains responsible for fees due his/her physician.

Guardianship. Resident agrees that if he/she becomes unable to handle his/her personal or financial affairs and does not have a duly authorized representative, or in the event that any duly authorized representative whom Resident has previously appointed is not properly providing for Resident's care, Resident authorizes Ohio Living, in its discretion, unless otherwise agreed in advance, to apply to a court of competent jurisdiction for appointment of a Guardian for Resident and/or Resident's estate.

Financial Disclosure. If requested every two (2) years, Resident agrees to provide Ohio Living an updated financial disclosure report and a federal income tax return. Resident also agrees to provide an updated financial disclosure report (i)

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

Ohio Revised Code

Section 3721.13

General Assembly: 118

Bill Number: Amended Sub. House Bill 822

Effective Date: 09/05/01

- (A) The rights of residents of a home shall include, but are not limited to, the following:
 - (1) The right to a safe and clean living environment pursuant to the Medicare and Medicaid programs and applicable state laws and rules adopted by the director of health;
 - (2) The right to be free from physical, verbal, mental, and emotional abuse and to be treated at all times with courtesy, respect, and full recognition of dignity and individuality;
 - (3) Upon admission and thereafter, the right to adequate and appropriate medical treatment and nursing care and to other ancillary services that comprise necessary and appropriate care consistent with the program for which the resident contracted. This care shall be provided without regard to considerations such as race, color, religion, national origin, age, or source of payment for care.
 - (4) The right to have all reasonable requests and inquiries responded to promptly;
 - (5) The right to have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;
 - (6) The right to obtain from the home, upon request, the name and any specialty of any physician or other person responsible for the resident's care or for the coordination of care;
 - (7) The right, upon request, to be assigned, within the capacity of the home to make the assignment, to the staff physician of the resident's choice, and the right, in accordance with the rules and written policies and procedures of the home, to select as the attending physician a physician who is not on the staff of the home. If the cost of a physician's services is to be met under a federally supported program, the physician shall meet the federal laws and regulations governing such services.
 - (8) The right to participate in decisions that affect the resident's life, including the right to communicate with the physician and employees of the home in planning the resident's treatment or care and to obtain from the attending physician complete and current information concerning medical condition, prognosis, and treatment plan, in terms the resident can reasonably be expected to understand; the right of access to all information

in the resident's medical record; and the right to give or withhold informed consent for treatment after the consequences of that choice have been carefully explained. When the attending physician finds that it is not medically advisable to give the information to the resident, the information shall be made available to the resident's sponsor on the resident's behalf, if the sponsor has a legal interest or is authorized by the resident to receive the information. The home is not liable for a violation of this division if the violation is found to be the result of an act or omission on the part of a physician selected by the resident who is not otherwise affiliated with the home.

- (9) The right to withhold payment for physician visitation if the physician did not visit the resident;
- (10) The right to confidential treatment of personal and medical records, and the right to approve or refuse the release of these records to any individual outside the home, except in case of transfer to another home, hospital, or health care system, as required by law or rule, or as required by a third-party payment contract;
- (11) The right to privacy during medical examination or treatment and in the care of personal or bodily needs;
- (12) The right to refuse, without jeopardizing access to appropriate medical care, to serve as a medical research subject;
- (13) The right to be free from physical or chemical restraints or prolonged isolation except to the minimum extent necessary to protect the resident from injury to self, others, or to property and except as authorized in writing by the attending physician for a specified and limited period of time and documented in the resident's medical record. Prior to authorizing the use of a physical or chemical restraint on any resident, the attending physician shall make a personal examination of the resident and an individualized determination of the need to use the restraint on that resident.

Physical or chemical restraints or isolation may be used in an emergency situation without authorization of the attending physician only to protect the resident from injury to self or others. Use of the physical or chemical restraints or isolation shall not be continued for more than twelve hours after the onset of the emergency without personal examination and authorization by the attending physician. The attending physician or a staff physician may authorize continued use of physical or chemical restraints for a period not to exceed thirty days, and at the end of this period and any subsequent period may extend the authorization for an additional period of not more than thirty days. The use of physical or chemical restraints shall not be continued without a personal examination of the resident and the written authorization of the attending physician stating the reasons for continuing the restraint.

If physical or chemical restraints are used under this division, the home shall ensure that the restrained resident receives a proper diet. In no event shall physical or chemical restraints or isolation be used for punishment, incentive, or convenience.

- (14) The right to the pharmacist of the resident's choice and the right to receive pharmaceutical supplies and services at reasonable prices not exceeding applicable and normally accepted prices for comparably packaged pharmaceutical supplies and services within the community;
- (15) The right to exercise all civil rights, unless the resident has been adjudicated incompetent pursuant to Chapter 2111. of the Revised Code and has not been restored to legal capacity, as well as the right to the cooperation of the home's administrator in making arrangements for the exercise of the right to vote;
- (16) The right of access to opportunities that enable the resident, at the resident's own expense or at the expense of a third-party payer, to achieve the resident's fullest potential, including educational, vocational, social, recreational, and habilitation programs;
- (17) The right to consume a reasonable amount of alcoholic beverages at the resident's own expense, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;
- (18) The right to use tobacco at the resident's own expense under the home's safety rules and under applicable laws and rules of the state, unless not medically advisable as documented in the resident's medical record by the attending physician or unless contradictory to written admission policies;
- (19) The right to retire and rise in accordance with the resident's reasonable requests, if the resident does not disturb others or the posted meal schedules and upon the home's request remains in a supervised area, unless not medically advisable as documented by the attending physician;
- (20) The right to observe religious obligations and participate in religious activities; the right to maintain individual and cultural identity; and the right to meet with and participate in activities of social and community groups at the resident's or the group's initiative;
- (21) The right upon reasonable request to private and unrestricted communications with the resident's family, social worker, and any other person, unless not medically advisable as documented in the resident's medical record by the attending physician, except that communications with public officials or with the resident's attorney or physician shall not be restricted. Private and unrestricted communications shall include, but are not limited to, the right to:
 - (a) Receive, send, and mail sealed, unopened correspondence;
 - (b) Reasonable access to a telephone for private communications;
 - (c) Private visits at any reasonable hour.

- (22) The right to assured privacy for visits by the spouse, or if both are residents of the same home, the right to share a room within the capacity of the home, unless not medically advisable as documented in the resident's medical record by the attending physician;
- (23) The right upon reasonable request to have room doors closed and to have them not opened without knocking, except in the case of an emergency or unless not medically advisable as documented in the resident's medical record by the attending physician;
- (24) The right to retain and use personal clothing and a reasonable amount of possessions, in a reasonably secure manner, unless to do so would infringe on the rights of other residents or would not be medically advisable as documented in the resident's medical record by the attending physician;
- (25) The right to be fully informed, prior to or at the time of admission and during the resident's stay, in writing, of the basic rate charged by the home, of services available in the home, and of any additional charges related to such services, including charges for services not covered under the Medicare or Medicaid program. The basic rate shall not be changed unless thirty days' notice is given to the resident or, if the resident is unable to understand this information, to the resident's sponsor.
- (26) The right of the resident and person paying for the care to examine and receive a bill at least monthly for the resident's care from the home that itemizes charges not included in the basic rates;
- (27) (a) The right to be free from financial exploitation;
 - (b) The right to manage the resident's own personal financial affairs, or, if the resident has delegated this responsibility in writing to the home, to receive upon written request at least a quarterly accounting statement of financial transactions made on the resident's behalf. The statement shall include:
 - (i) A complete record of all funds, personal property, or possessions of a resident from any source whatsoever, that have been deposited for safekeeping with the home for use by the resident or the resident's sponsor;
 - (ii) A listing of all deposits and withdrawals transacted, which shall be substantiated by receipts which shall be available for inspection and copying by the resident or sponsor.
- (28) The right of the resident to be allowed unrestricted access to the resident's property on deposit at reasonable hours, unless requests for access to property on deposit are so persistent, continuous, and unreasonable that they constitute a nuisance;
- (29) The right to receive reasonable notice before the resident's room or roommate is changed, including an explanation of the reason for either change.

- (30) The right not to be transferred or discharged from the home unless the transfer is necessary because of one of the following:
 - (a) The welfare and needs of the resident cannot be met in the home.
 - (b) The resident's health has improved sufficiently so that the resident no longer needs the services provided by the home.
 - (c) The safety of individuals in the home is endangered.
 - (d) The health of individuals in the home would otherwise be endangered.
 - (e) The resident has failed, after reasonable and appropriate notice, to pay or to have the Medicare or Medicaid program pay on the resident's behalf, for the care provided by the home. A resident shall not be considered to have failed to have the resident's care paid for if the resident has applied for Medicaid, unless both of the following are the case:
 - (i) The resident's application, or a substantially similar previous application, has been denied.
 - (ii) If the resident appealed the denial, the denial was upheld.
 - (f) The home's license has been revoked, the home is being closed pursuant to section 3721.08, sections 5165.60 to 5165.89, or section 5155.31 of the Revised Code, or the home otherwise ceases to operate.
 - (g) The resident is a recipient of Medicaid, and the home's participation in the Medicaid program is involuntarily terminated or denied.
 - (h) The resident is a beneficiary under the Medicare program, and the home's participation in the Medicare program is involuntarily terminated or denied.
- (31) The right to voice grievances and recommend changes in policies and services to the home's staff, to employees of the department of health, or to other persons not associated with the operation of the home, of the resident's choice, free from restraint, interference, coercion, discrimination, or reprisal. This right includes access to a residents' rights advocate, and the right to be a member of, to be active in, and to associate with persons who are active in organizations of relatives and friends of nursing home residents and other organizations engaged in assisting residents.
- (32) The right to have any significant change in the resident's health status reported to the resident's sponsor. As soon as such a change is known to the home's staff, the home shall make a reasonable effort to notify the sponsor within twelve hours.
- (B) A sponsor may act on a resident's behalf to assure that the home does not deny the residents' rights under sections 3721.10 to 3721.17 of the Revised Code.
- (C) Any attempted waiver of the rights listed in division (A) of this section is void.

Notice of Privacy Practices

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

I. Who We Are

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

II. Our Privacy Obligations

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

III. Permissible Uses and Disclosures Without Your Written Authorization

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

Uses and Disclosures For Treatment, Payment and Health Care Operations. We may use and disclose PHI, but not your "Highly Confidential Information" (defined in Section IV.C below), in order to treat you, obtain payment for services provided to you and conduct our "health care operations" as detailed below:

- Treatment. We may use and disclose your PHI to provide treatment, for example, to diagnose and treat your injury or illness. We may also disclose PHI to other health care providers involved in your treatment.
- Payment. In most cases, we may use and disclose your PHI to obtain payment for services that we provide to you for example, disclosures to claim and obtain payment from your health insurer, HMO, or other company that arranges or pays the cost of some or all of your health care ("Your Payor") to verify that Your Payor will pay for health care.
- Health Care Operations. We may use and disclose your PHI for our health

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

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

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

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

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

If you are not present, or the opportunity to agree or object to a use or disclosure cannot practicably be provided because of your incapacity or an emergency circumstance, we may exercise our professional judgment to determine whether a disclosure is in your best interests. If we disclose information to a family member, other relative or a close personal friend, we would disclose only information that we believe is directly relevant to the person's involvement with your health care or payment related to your health care. We may also disclose your PHI in order to

notify (or assist in notifying) such persons of your location, general condition or death.

- D. Fundraising Communications. We may contact you to request a tax-deductible contribution to support important activities of Ohio Living. In connection with any fundraising, we may disclose to our fundraising staff demographic information about you (e.g., your name, address and phone number) and dates on which we provided health care to you, without your written authorization. You have the right to opt out of receiving fundraising communications and may do so by calling 800.686.7800, ext. 160 or by sending an email to foundation@ohioliving.org.
- E. Public Health Activities. We may disclose your PHI for the following public health activities: (1) to report health information to public health authorities for the purpose of preventing or controlling disease, injury or disability; (2) to report child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports; (3) to report information about products and services under the jurisdiction of the U.S. Food and Drug Administration; (4) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and (5) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.
- F. Victims of Abuse, Neglect or Domestic Violence. If we reasonably believe you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to a governmental authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.
- G. Health Oversight Activities. We may disclose your PHI to a health oversight agency that oversees the health care system and is charged with responsibility for ensuring compliance with the rules of government health programs such as Medicare or Medicaid.
- H. Judicial and Administrative Proceedings. We may disclose your PHI in the course of a judicial or administrative proceeding in response to a legal order or other lawful process.
- I. Law Enforcement Officials. We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena.
- J. Decedents. We may disclose your PHI to a coroner or medical examiner as authorized by law.
- K. Organ and Tissue Procurement. We may disclose your PHI to organizations that facilitate organ, eye or tissue procurement, banking or transplantation.

- L. Research. We may use or disclose your PHI without your consent or authorization if an Institutional Review Board or Privacy Board approves a waiver of authorization for disclosure.
- M. Health or Safety. We may use or disclose your PHI to prevent or lessen a serious and imminent threat to a person's or the public's health or safety.
- N. Specialized Government Functions. We may use and disclose your PHI to units of the government with special functions, such as the U.S. military or the U.S. Department of State under certain circumstances.
- O. Workers' Compensation. We may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or other similar programs.
- P. As Required By Law. We may use and disclose your PHI when required to do so by any other law not already referred to in the preceding categories.

IV. Uses and Disclosures Requiring Your Written Authorization

- A. Use or Disclosure with Your Authorization. We must obtain your written authorization for most uses and disclosures of psychotherapy notes, uses and disclosures of PHI for marketing purposes, and disclosures that constitute the sale of PHI. Additionally, other uses and disclosures of PHI not described in this Notice will be made only when you give us your written permission on an authorization form ("Your Authorization"). For instance, you will need to complete and sign an authorization form before we can send your PHI to your life insurance company or to the attorney representing the other party in a lawsuit in which you are involved.
- B. Uses and Disclosures of Your Highly Confidential Information. Federal and state law requires special privacy protections for certain highly confidential information about you ("Highly Confidential Information"). This Highly Confidential Information may include the subset of your PHI that: (1) is maintained in psychotherapy notes; (2) is about mental health and developmental disabilities services; (3) is about alcohol and drug abuse prevention, treatment and referral; (4) is about HIV/AIDS testing, diagnosis or treatment; (5) is about sexually-transmitted disease(s); (6) is about genetic testing; (7) is about child abuse and neglect; (7) is about domestic abuse of an adult with a disability; or (8) is about sexual assault. In order for us to disclose your Highly Confidential Information for a purpose other than those permitted by law, we must have Your Authorization.
- C. Revocation of Your Authorization. You may withdraw (revoke) Your Authorization, or any written authorization regarding your Highly Confidential Information (except to the extent that we have taken action in reliance upon it) by delivering a written statement to the Privacy Official identified below. A form of Written Revocation is available upon request from the Privacy Official.

V. Your Rights Regarding Your Protected Health Information

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

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

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

D. Right to Inspect and Copy Your Health Information. You may request access to your medical record file and billing records maintained by us in order to inspect and request copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you would like to access your records, please obtain a record request form from the Privacy Official and submit the completed form to the Privacy Official. If you request copies, we will charge you a cost-based fee, consistent with Ohio law, that includes (1) labor for copying the PHI; (2) supplies for creating the paper copy or electronic media if you request an electronic copy on portable media; (3) our postage costs, if you request that we mail the copies to you; and (4) if you agree in advance, the cost of preparing an explanation or summary of the PHI.

- E. Right to Amend Your Records. You have the right to request that we amend PHI maintained in your medical record file or billing records. If you desire to amend your records, please obtain an amendment request form from the Privacy Official and submit the completed form to the Privacy Official. We will comply with your request unless we believe that the information that would be amended is accurate and complete or other special circumstances apply.
- F. Right to Receive An Accounting of Disclosures. Upon request, you may obtain an accounting of certain disclosures of your PHI made by us during any period of time prior to the date of your request provided such period does not exceed six years. If you request an accounting more than once during a twelve (12) month period, we will charge you \$0.75 per page of the accounting statement. We will inform you in advance of any fee and provide you with an opportunity to withdraw or modify the request.
- G. Right to Receive A Copy of this Notice. Upon request, you may obtain a copy of this Notice, either by email or in paper format. Please submit your request to:

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

VI. Effective Date and Duration of This Notice

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

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

VII. Privacy Official

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

Ohio Living Hotline

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

Hotline Number: 1.877.780.9366

Summit County Resident Rights Advocates

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

LOCAL OFFICE OF THE LONG-TERM CARE OMBUDSMAN PROGRAM

Ombudsman Region 10B

800.421.7277

1550 Corporate Woods Parkway, Suite 100 Uniontown, OH 44685

PROTECTION AND ADVOCACY ORGANIZATION FOR MENTALLY ILL AND DEVELOPMENTALLY DISABLED

 Ohio Legal Rights
 800.282.9181

 8 East Long Street
 614.466.7264

Columbus, OH 43215

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

 Ohio Department of Aging
 800.282.1206

 50 West Broad Street
 614.466.5500

 Columbus, OH 43266
 Fax
 614.466.5741

LOCAL OFFICE OF THE DEPARTMENT OF AGING

Area Agency on Aging, 10-B 330.896.9172

1550 Corporate Woods Parkway, Suite 100 Uniontown, OH 44685

STATE DEPARTMENT OF HEALTH

Ohio Department Of Health
246 N. High Street
Columbus, OH 43215

NURSING HOME COMPLAINT HOTLINE

800.342.0553

DISTRICT OFFICE OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Ohio Department of Job and Family Services 800.686.1551 or 752.9520

Cleveland District Office

216.787.3400

615 West Superior Avenue, Ninth Floor

Fax 216.787.3299

Cleveland, OH 44113-1882

TTY/TDD 216.787.3614

LOCAL OFFICE DEPARTMENT OF JOB AND FAMILY SERVICES

Summit Co. Dept. of Job & Family Services

440.350.4000

37 North Main Street

Fax 440.350.4399

Akron, Ohio 44308

TTY/TDD 440.350.3321

STATE OF OHIO ATTORNEY GENERAL

Office of the Attorney General

Abuse/Neglect Hotline

101 E. Town Street, 5^{th} Floor

1.800.642.2873

Columbus, OH 43266

1.800 64ABUSE

LOCAL SOCIAL SECURITY OFFICE

2 South Main Street, 2nd floor

877.600.2858

Akron, Ohio 44308

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.



FAITH + COMPASSION + COMMUNITY

1150 West Market Street | Akron, Ohio 44313 **P** 330.867.2150 **F** 330.867.1642 ohioliving.org





