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Chapter 61@ DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

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Subchapter 61-17@ STANDARDS FOR LICENSING NURSING HOMES

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Sec2 61-17.1000@ RESIDENT CARE AND SERVICES

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Section 61-17.1000.1001@ General

61-17.1000.1001 General

A.

There shall be a written care and services agreement between the resident, and/or his or her responsible party, and the facility. The agreement shall be signed and completed before or at the time of admission and include and/or address at least the following: 1. An explanation of the specific care, treatment, services, or equipment provided by the facility, for example, degree of nursing care, administration of medication, provision of special diet as necessary, assistance with bathing, toileting, feeding, dressing, and mobility; 2. Disclosure of fees for all care, treatment, services, or equipment provided; 3. Advance notice requirements to change fees; 4. Refund provisions to include when monies are to be forwarded to resident upon discharge, transfer, or relocation; 5. Transportation provisions in accordance with facility policies and procedures; 6. Discharge and transfer provisions to include the conditions under which the resident may be discharged and the agreement terminated, and the disposition of personal belongings; 7. Documentation of the explanation of the Bill of Rights for Residents of Long-Term Care Facilities and grievance procedures; 8. Arrangements for, or the provision at a specified written cost for the laundering of resident personal clothes.

1.

An explanation of the specific care, treatment, services, or equipment provided by the facility, for example, degree of nursing care, administration of medication, provision of

special diet as necessary, assistance with bathing, toileting, feeding, dressing, and mobility;

2.

Disclosure of fees for all care, treatment, services, or equipment provided;

3.

Advance notice requirements to change fees;

4.

Refund provisions to include when monies are to be forwarded to resident upon discharge, transfer, or relocation;

5.

Transportation provisions in accordance with facility policies and procedures;

6.

Discharge and transfer provisions to include the conditions under which the resident may be discharged and the agreement terminated, and the disposition of personal belongings;

7.

Documentation of the explanation of the Bill of Rights for Residents of Long-Term Care Facilities and grievance procedures;

8.

Arrangements for, or the provision at a specified written cost for the laundering of resident personal clothes.

B.

Residents shall receive care and treatment, services, such as, routine and emergency medical care, podiatry care, dental care, counseling and medications, as ordered by a physician or other legally authorized healthcare provider. Such care shall be provided and coordinated among those responsible during the process

of providing such care and modified based upon any changing needs, or, when appropriate, requests of the resident. (II)

C.

Treatment and services shall be rendered effectively and safely in accordance with orders from physicians or other legally authorized healthcare providers. (I)

D.

Staff shall respond to a signal system call from a resident to provide care or assistance in a prompt manner.

E.

Each resident shall be encouraged and assisted in self care and activities of daily living, and be given care that promotes skin integrity, proper body alignment and joint movement. (I)

F.

Residents shall be neat, clean, appropriately and comfortably dressed in clean clothes, and shall be encouraged and assisted to achieve and maintain the highest level of self care and independence. Neatness and cleanliness shall include personal hygiene, skin care, shampooing and grooming of hair, shaving and trimming of facial hair, nail trimming, and being free of offensive body odors. (II)

G.

The provision of care, treatment, and services shall be resident-centered and resident-directed to the fullest extent possible. Such care, treatment, and services to residents shall be guided by the recognition of and respect for cultural differences and personal preferences to assure reasonable accommodations shall be made for residents with regard to differences, such as, but not limited to, religious practices and dietary preferences.

H.

Opportunities for participation in religious services shall be available. Assistance in obtaining pastoral counseling shall be provided upon request by the resident.

I.

Facilities shall take an interdisciplinary approach to decrease the risk of pressure-related wounds, and institute measures to prevent and treat wounds that are consistent with each resident's clinical condition, risk factors, and goals. Such actions shall include but not be limited to: (I) 1. Body position of bed or chair bound residents changed in accordance with the ICP; 2. Proper skin care provided for bony prominences and weight bearing parts to prevent discomfort and the development of pressure areas, unless contraindicated by physician's orders.

1.

Body position of bed or chair bound residents changed in accordance with the ICP;

2.

Proper skin care provided for bony prominences and weight bearing parts to prevent discomfort and the development of pressure areas, unless contraindicated by physician's orders.

J.

Soiled or wet bed linen shall be replaced promptly with clean, dry linen and clothing after being soiled. (I)

K.

Necessary actions shall be taken to prevent resident elopement. (I)

L.

A facility shall have the equipment and supplies required to administer cardio-pulmonary resuscitation (CPR) to any resident when necessary and in accordance with the resident's advance directives. Equipment and supplies required to administer CPR include, but are not limited to: (I) 1. Adult-sized Pocket

Mask; 2. Adult-sized Bag-Valve-Mask Ventilation Unit (BVM); and 3. Large and Medium Adult-sized Oropharyngeal airway (OPA).

1.

Adult-sized Pocket Mask;

2.

Adult-sized Bag-Valve-Mask Ventilation Unit (BVM); and

3.

Large and Medium Adult-sized Oropharyngeal airway (OPA).

M.

In the event of closure of a facility for any reason, the facility shall assure continuity of care, treatment, and services by promptly notifying the resident's attending physician or other legally authorized healthcare provider and arranging for referral to other facilities.