**[NAME OF ADULT FAMILY HOME HERE]**

**RESIDENT ADMISSION AGREEMENT**

**PRIVATE PAY**

This is an agreement between *[resident name here]* and *[name of adult family home here]*. The home is located at *[address, city, zipcode here]*. This Agreement may not be terminated except as provided in Section 6 of this agreement.

Nothing in this agreement shall be construed to limit any legal right of the resident, nor any legal duty of the home.

1. **SERVICES, ITEMS, AND ACTIVITIES**

Beginning on *[date of admission]* the home shall provide to the resident the services, items, and activities listed in Exhibit A at the Basic Service Rate described in Section 2 below.

Other services, items, and activities, available at an additional cost, are described in Exhibit B and shall be provided if/when requested by the resident and after payment of such services have been arranged.

Services will be determined based upon written assessment made by a qualified assessor and obtained prior to the resident’s admission to the home. The assessment will address specific information regarding the applicant, including: recent medical history and diagnoses; care needs and preferences for all activities of daily living and instrumental activities of daily living; current medications; significant known behaviors or symptoms; mental health status; cognitive status; physical, emotional, social needs and preferences; functional abilities; and activities preferences. From this assessment, a preliminary service plan will be created that describes the needs for services and an initial plan for caregivers that outlines how to meet the needs identified in the assessment.

A more specific negotiated care plan that describes how the resident’s needs and preferences will be addressed will be completed within thirty (30) days of admission. This care plan will be completed in coordination with the resident, appropriate staff, and any other person the resident wishes to include. It must be agreed upon and signed by the resident and/or the resident’s legal representative.

The home will notify the resident and/or legal representative as soon as possible of any changes in the resident’s condition that require a different level of service.

1. **FEES**
2. **Basic Service Rate**

The basic service rate, as of the date of this agreement, is *[$amount]* per month. This rate is based on the resident’s level of required care and/or selected services and includes the services, items, and activities listed in Exhibit A. The level of care and required services have been determined by home staff, the resident, legal representative (if applicable), and in consultation with appropriate health professionals.

1. **Total Rate**

The total rate, as of the date of this agreement, is *[$amount]* per month. The rate is the sum of the basic service rate, identified above, plus the rates for additional services selected from Exhibit B by the resident and/or legal representative. The resident and/or legal representative must be notified in advance of any changes to the total rate. The notification and rationale for rate changes will be confirmed by an attachment to this agreement.

1. **Payments**

All payments are due on or before the first day of each month. A $50.00 late fee will be added to the monthly rate for any payments received after the third day of each month**.** An additional $25.00 per day will be added for each day after the third day of the month that the full payment is late, until payment is received. All payments must be made with a check, cashier’s check, or money order. A $25.00 processing fee will be added for all returned checks due to non-sufficient funds.

1. **Deposits and Non-refundable Fees**

First month’s payment will be prorated based on the move-in date. A $1,000 non-refundable security deposit is required immediately to secure the room and cover any damages or cleaning fees.

1. **Absence from Home**

Residents who are absent from the home will be required to pay $100.00 per day for bed hold, up to five (5) days after being out of the home. The remainder of the total rate will be prorated according to the number of days the resident was present in the home. If a resident dies, all personal belongings must be removed from the home within five (5) days unless other agreeable arrangements have been made. If the room is rented before items are collected, the responsible party will be notified and easily-stored items will be kept for a total of 30 days before donating them to charity.

If it is determined that the resident will not return to the home, the home may discharge the resident in accordance with Section 6 below and the other requirements of RCW 70.129 (Resident Rights law). In such case, reasonable accommodations to prevent discharge will not be required and notice of the discharge may be made by the home as soon as practicable rather than 30 days in advance.

1. **Rate Adjustments**

All services, items, and activities available at the home, along with the related charges, are described in Exhibits A and B. Except in cases of emergency, the home will give the resident 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.

If there has been a substantial and continuing change in the resident’s condition necessitating substantially greater or lesser services, items, or activities, then charges for those services, items or activities may be changed upon 14 days’ advance written notice to the resident/responsible party.

The home will provide the needed services, if agreed to by the resident, at the rates identified in Exhibits A and B. The charges for the new services may exceed the rates specified in Exhibits A or B only if the home has given the resident 30 days’ advance written notice of the change. Determinations that the resident needs greater or lesser services will be made by the home in consultation with the resident and include the appropriate assessment. The resident has the right to refuse any service offered by the home. The resident has the right to an independent assessment by a health care professional of his/her choice, at the cost borne by the resident.

1. **RESIDENT’S RIGHTS AND RESPONSIBILITIES**
2. **Resident’s Rights**

Resident acknowledges that s/he has been provided with a list of Resident’s Rights (attached in Exhibit C), and that a representative of the home has explained these rights to the resident before moving into the home. The home shall protect and promote the rights of each resident.

1. **Home’s Policies and Rules**

Resident acknowledges that s/he has been provided with a copy containing the general policies and rules of the home, and that a representative of the home has explained those policies and rules to the resident prior to or upon move-in. The resident agrees to abide by and observe these policies and rules as consistent with the Resident Rights Law, Chapter 70.129 RCW. Except in cases of emergency, the home will give 30 days’ advance written notice to the resident and the resident’s legal representative, if applicable, of any changes to the home’s policies and/or rules.

1. **Nondiscrimination**

In accordance with Federal civil rights law, the Facility will not discriminate and will comply with all applicable state and federal laws with respect to race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, or age.

1. **RESIDENT’S PERSONAL PROPERTY**

The resident has the right to have and use personal property, space permitting, provided that it does not endanger the health and safety of others. The home shall protect and promote this right.

The resident and the home shall both take reasonable steps to ensure that the resident’s property is not lost, stolen, or damaged. If the resident’s room is not lockable, the resident will be provided with lockable storage space upon request. A personal inventory list will also be completed with each resident upon admission, updated as needed, and reviewed at discharge.

1. **VISITING POLICY**

The Facility has an open visitation policy. Visitors will be required to abide by any and all Facility policies that pertain to the Resident in regard to the use of the Facility or its services. Disruptive visitors or visitors who do not comply with infection control standards will be required to leave. Suggested visiting hours are between \_\_\_\_\_\_\_am and \_\_\_\_\_\_\_pm, and it is requested that prior arrangements be made for visits outside of these hours out of respect for other residents and staff.

*[NOTE: The Facility may not restrict visitation or limit visiting during mealtimes or any other times.]*

When Facility visitation is limited by a public health emergency or other threat to health and safety of Residents and staff, each Resident may designate an essential support person to visit with privately and in-person for the Resident’s emotional, mental, or physical well-being.

1. **TERMINATION OF THIS AGREEMENT**
2. **Termination by Resident and Refund Policy**

The resident may terminate this agreement at any time, regardless of cause, by giving the home 30 days’ advance written notice. This notice is deemed to have been given automatically, and is made effective immediately, on the date of the resident’s death.

If the resident dies or is hospitalized or is transferred to another facility for more appropriate care, and does not return to the home, then the home shall comply with the following refund requirements:

1. Regardless of whether or not the resident has given 30 days’ advance written notice, the home shall refund any deposit or charges already paid, less the home’s per diem rate for the days the resident actually resided in, reserved, or retained a bed in the home. In an effort to mitigate the number of days that the resident is considered to have retained a bed, the home will make reasonable efforts to store personal items that are left in the home following transfer and up to 30 days.
2. In addition to the amount retained under subparagraph 1, the home may retain an additional amount to cover its reasonable actual expenses incurred as a result of the residents’ move, not to exceed five days per diem charges. The home may not retain this additional amount if the resident has given a 30 days’ advance written notice of move-out.

The home shall refund any amount due to the resident and/or legal representative, less charges for damage beyond normal and reasonably foreseeable wear and tear caused by the resident, within 30 days of the resident’s death, discharge, or transfer. The home also shall provide to the resident or the legal representative an explanation of any charges retained by the home.

1. **Termination by Home and Discharge or Transfer Requirements**

The home will permit the resident to remain in the home, and will not transfer or discharge the resident against the resident’s will unless:

1. The transfer or discharge is necessary for the resident’s welfare and the resident’s needs cannot be met in the home; and/or
2. The safety or health of individuals in the home is or would otherwise be endangered; and/or
3. The resident has failed to make the required payment for his/her stay; and/or
4. The home ceases to operate.

Before transferring or discharging a resident, the home must:

1. First attempt through reasonable accommodation to avoid the transfer or discharge, unless agreed to by the resident; and
2. Notify the resident and representative (if there is one) and make a reasonable effort to notify, if known, an interested family member of the transfer or discharge and the reasons for the move in writing and in a language and manner they understand; and
3. Record the reasons in the resident’s record; and
4. Include in the notice the items described in RCW 70.129;

Notice of transfer or discharge must be made at least 30 days before the intended move, unless the home determines that the transfer/discharge must be made sooner and, in those cases, the move must be made as soon as practical for the following reasons:

1. The safety and health of the individuals in the home would be endangered;
2. The immediate transfer or discharge is required by the resident’s urgent medical needs;
3. The resident has been absent from the home for 30 or more days.

The home will include the following written notice of intended transfer or discharge as specified:

1. The reason for the transfer/discharge; and
2. The effective date of the transfer/discharge; and
3. The location to where the resident will be transferred/discharged; and
4. The name, address, and telephone number of the local DSHS office, state long term care ombudsman, the agency responsible for the protection and advocacy of residents with intellectual disabilities (for DD residents only), and the agency responsible for the protection and advocacy of residents with mental illness (for residents who are mentally ill).

The home will ensure that residents are allowed preparation and orientation time so that transfers/discharges from the home are safe and orderly.

If the home discharges or transfers a resident in violation of RCW 70.129 and/or this section of the agreement, it shall readmit the resident to the home as soon as a gender-appropriate bed becomes available.

1. **SEVERABILITY**

The provisions of this agreement shall be severable and if any phrase, clause, sentence, or provision of this agreement or it application is held to be invalid or unenforceable for any reason, the remainder of the agreement shall remain in full force and effect.

1. **NOTICE**

All written notices required by this agreement shall be delivered either in person or by mail. Notices delivered by mail shall be addressed as indicated below or as specified by subsequent written notice by the party whose address has changed.

Resident:

Resident’s Representative:

1. **SIGNATURES**

My signature below as the resident and/or legal representative indicates that I have read, or had read to me, the provisions of this agreement, that I enter into this agreement voluntarily, that I agree to be bound by all of its terms, and that I have received a copy of this agreement for my own records.

Resident signature Date

Resident representative, if any Date

Home representative signature Date

**EXHIBIT A**

**SERVICES, ITEMS, AND ACTIVITIES INCLUDED IN BASIC SERVICES RATE**

The Basic Services Rate includes the following accommodations and services:

1. Room: This is a **[private/semi-private]** room that meets current building code, including evacuation standards. The room includes space for storage of clothing and a reasonable amount of personal possessions, as well as adequate lighting. The resident may use his or her own personal belonging and furniture, subject to space considerations and the safety of others. If the resident desires, a twin bed with mattress, linens, blankets, and pillows as well as a lockable storage space for small items of personal property will be provided. Basic room and board are included in the Basic Services Rate. The home will provide basic household items such as toilet paper, paper towels, toothpaste, soap, shampoo, conditioner, laundry detergent and other general household supplies, unless the resident prefers a specific brand. Specialty items must be purchased by the resident and/or responsible party.
	1. The home reserves the right to assign rooms and change room assignments or roommates (if applicable) for residents. The resident and/or legal representative will receive prompt notice of any room or roommate change. Married residents and state registered domestic partners have the right to live together in a double size room as long as both partners consent. The home will make reasonable attempts to honor resident roommate requests.
2. Telephone: Twenty-four hour per day access to telephone use in an area that provides for resident privacy. Long distance phone calls within the United States are included in the Basic Service Rate.
3. Laundry service: Laundry is provided on a weekly basis; this includes personal laundry as well as towels and linens.
4. Housekeeping: the resident’s bed will be made daily and his/her room will be tidied each day. The room will be cleaned thoroughly once per week.
5. Other: Basic cable TV, home telephone, water/sewer/garbage/electricity.
6. Supplies: Generic household supplies including but not limited to: toilet paper, lotion, soap, shampoo, razors, toothpaste, laundry detergent, etc.
7. Staff: the home is owned and operated by [*NAME OF OWNER HERE*] who is available by telephone at all times and is generally available in the home [*hours/day or days/week*]. The owner makes all general care and management decisions for the overall operation of the business. Additional staff coverage is posted on the staffing calendar; the home ensures there is adequate staffing 24 hours a day, 7 days a week. All staff has required education and training required in [WAC 388-76](https://apps.leg.wa.gov/wac/default.aspx?cite=388-76) and [WAC 388-112a](https://app.leg.wa.gov/wac/default.aspx?cite=388-112A).
8. Nurse delegation: This home utilizes nurse delegation services in order to ensure residents receive necessary nursing services in a timely and cost-effective manner. All care staff is trained in nurse delegation. Any resident requiring nurse delegation services incur the fees of these services set forth by the delegating registered nurse. Delegation will be billed separately to the resident or representative. All staff providing nurse delegation services are trained by the RN.
9. Types of residents: At this time the home accepts residents who *are* ***[explain the types of residents you care for here. This may include residents with dementia, mental illness, intellectual disabilities, diabetes, medically fragile, etc].***
	1. While many different types of conditions can be accommodated in this home, we are unable to care for ***[identify the types of residents you cannot/do not care for here].***
10. Activities of daily living: The home staffs according to combined residents’ needs. All activities of daily living are accommodated here to a certain extent ***[include here – standby assistance/full assistance of one/two staff, total care].***
11. Notification: Prompt notification of the resident’s health care provider, legal representative, family, and other appropriate persons identified in the negotiated care plan whenever there is a significant change in the resident’s condition or a serious injury, trauma, or death occurs.
12. Meals and snacks: Three nutritious meals are served each day with refreshments available between meals and in the evening. Beverages are available throughout the day. The provider will discuss personal preferences in regards to meals with the resident and try to meet these preferences. Special diets will be accommodated if ordered by the resident’s health care provider.
13. Medications and nursing services: Assistance with medications and medical needs as identified in the assessment and negotiated care plan. Medications will be kept in locked storage. Medication assistance and administration are available.
	1. The home ensures that appropriate professionals provide needed services for the resident. The home will assist the resident in obtaining additional on-site health care services requested by the resident and/or as ordered by the resident’s health care provider.
14. Activities: the home will provide group activities *[list how often activities are provided]*. The activities include but are not limited to: *[list common activities here]*. Families are encouraged to spend as much time with their loved one as possible.

Except in cases of emergency, the home will give the resident/legal representative 30 days’ advance written notice of any changes in the availability of or charges for services, items, and activities included in the Basic Service Rate.

Resident signature Date

Resident representative Date

Home representative signature Date

**EXHIBIT B**

**ADDITIONAL SERVICES, ITEMS, AND ACTIVITIES NOT INCLUDED IN THE BASIC SERVICE RATE**

The services, items, and activities described below are available at the home but are not covered by the resident’s Basic Service Rate. The resident may choose to purchase any of the services, items, or activities listed, at the resident’s own cost.

* Medications, medical supplies, and/or durable medical equipment
* Incontinence supplies including briefs, wipes, skin protectant.
* Clothing
* Resident assessment (initial pre-admission, annual, change of condition)
* Specialty foods and beverages
* Special/enhanced television service, private telephone in room, internet access
* Transportation to/from medical appointments, shopping, etc. Home staff provides transportation on [days/times transportation is available] at the cost of [hourly charge for transportation]. Should the resident/responsible party wish for home staff to transport the resident to specific appointments, this accommodation is based on staff availability and we request at 72-hour notice.
* Onsite medical care including occupational therapy, speech therapy, physical therapy, hospice care, home health care, and/or nurse delegation.
* 1:1 supervision to ensure the resident’s safety and/or wellbeing and based on current assessment and/or recommendation from resident’s primary health care provider or DSHS representative.
* Outings that are planned and require additional funds to attend. If such an outing is arranged, the home will provide 48 hours’ notice.

Except in cases of emergency, the home will give the resident/legal representative 30 days’ advance written notice of any changes in the availability of or charges for services, items, and activities.

Resident signature Date

Resident representative Date

Home representative signature Date

**EXHIBIT C**

**RESIDENT RIGHTS**

The following is a summary of the rights of residents living in adult family homes in Washington State. This summary is based upon the rights specified in chapter 70.129 RCW. Individuals residing in boarding homes have additional rights in other state and federal laws, regulations, and constitutions.

**Each resident and resident representative must be informed both orally and in writing, in a language they understand, of his/her rights, the rules and regulations governing his/her conduct in the home, and the rules of operation of the home. The notification must be provided before or upon admission and reviewed at least every 24 months thereafter in writing and in a language the resident and legal representative understands.**

**GENERAL RIGHTS**

Each resident and legal representative has the right to:

* Continue to enjoy his/her basic civil and legal rights and not be requested to waive any of those rights or the rights under this law;
* Receive care in a safe, clean, comfortable and homelike environment;
* Care which promotes, maintains, or enhances respect for individuals and each person’s dignity;
* Be free of interference, coercion, discrimination, and retaliation from the home in exercising these rights or filing a complaint against the facility or staff;
* Access all records pertaining to him/her within 24 hours of request;
* Voice grievances and file complaints concerning the facility with the appropriate state licensing agency or the state ombudsman program;
* Personal privacy and confidentiality of his/her personal and clinical records, accommodations, medical treatment, and personal care;
* Examine the results of the most recent adult family home inspection and all inspections conducted within the last three years by the state, and any plan of correction in effect;
* Be free from physical or chemical restraints;
* Be free from verbal, sexual, physical, and mental abuse, corporal punishment and involuntary seclusion (to be separated from others or confined against your will in any area).

**Rights related to costs, services, items and activities provided**

Each resident and resident representative has the right to:

* Be told the services, items, and activities that are generally available in the home or that can be arranged for by the home;
* Be told what they will be charged for each of those services;
* Be told what the charges are for services, items, and activities that are not covered by the per diem rate or applicable public benefit program;
* Be told the amount of any admission fees, deposits, and prepaid charges or minimum stay fees and what those fees specifically cover;
	+ *Note: The above information in this section must be provided prior to admission and at least once every 24 months in writing and in a language the resident and resident representative understands.*
* Be given notice, in writing, at least 30 days in advance, of changes in charges, the availability of services, or changes in the home’s rules and policies (unless in emergency);
* Be told what services, items, and activities are not available in the home.

**RIGHTS RELATED TO QUALITY OF LIFE**

Each resident has the right to:

* Be promptly notified of changes in room or roommate assignment;
* Share a room with their spouse or state registered domestic partner if they choose;
* Privacy and confidentiality including the right to:
	+ Send and promptly receive mail that is unopened;
	+ Have twenty-four hour per day access to the use of a telephone where calls can be made without being overheard;
	+ Request a lockable container or storage space for small items of personal property if room is not lockable with a key issued to the resident;
* Access to others, including:
	+ Access to representatives of the state, individual physician, social workers and the state long-term care ombudsman, agencies responsible for protection and advocacy of individuals with developmental disabilities, mental illness, and disabilities;
	+ Access to their representative, entity or individual who provides health, social, legal, or other services to the resident;
	+ Visitation with family, relatives, friends, and any other visitor with the resident’s consent;
	+ Interact with members of the community both inside and outside the home;
	+ Organize and participate in resident groups in the home;
	+ Family members have a right to meet in the home with the families of other residents and must be provided with meeting space;
	+ Participate in social, religious, and community activities that do not interfere with the rights of other residents in the home;
* Refuse to perform services for the home unless voluntarily agreed to;
* Use personal possessions including furnishings and appropriate clothing, subject to some limitations;
* Choose activities, schedules, and health care consistent with his/her interests, assessments and care plans;
* Make choices about aspects of his/her life in the home;
* Reasonable accommodation of needs and preferences;
* Wear his/her own clothing and determine his/her own dress, hair style or other personal effects;
* Participate in planning care and treatment or changes in care and treatment (unless adjudicated incompetent, then legal representative participates);
* Direct his/her own service plan and changes in the service plan and refuse any particular services (unless adjudicated incompetent, then legal representative participates);
* To manage his/her financial affairs;
* Not be required to deposit personal funds with the home, but if chooses to do so, funds in excess of $100 must be in an interest-bearing account.

**RIGHTS RELATED TO DISCHARGE AND TRANSFER FROM THE HOME**

Each resident has the right to:

* Remain in the home unless:
	+ Discharge or transfer is necessary for the resident’s welfare and the resident’s needs cannot be met in the home;
	+ The safety or health of others in the home is endangered;
	+ The resident has failed to make required payment for his/her stay; or
	+ The home ceases to operate.
* To reasonable accommodation of needs to avoid transfer unless resident agrees to move;
* Prior to admission, a full disclosure in writing of the home’s requirements for advance notice for leaving the home;
* Full disclosure must be given in writing prior to admission as to what portion of the deposits, admission fees, prepaid charges or minimum stay fees will be refunded if the resident leaves the home;
* Must be notified in writing at least 30 days before the home transfers or discharges a resident and be given the reason for the discharge;
* Must be given sufficient preparation and orientation for the move;
* Must be notified in writing as soon as practical when 30 days’ notice cannot be met due to:
	+ Health or safety of individuals in the home is endangered;
	+ Required by resident’s urgent medical needs;
	+ Resident has been absent from the home for 30 or more days.
* If the resident leaves the home due to death, hospitalization or transfer to another location for more appropriate care and does not return to the original home:
	+ The home must refund any deposit or charges already paid, less the home’s per diem rate for the days the resident actually resided, reserved or retained a bed in the home;
	+ The home may retain an additional amount over its reasonable, actual expense incurred as a result of the move but not to exceed five days per diem charges;
	+ Refunds must be made within 30 days of discharge.

FOR ASSISTANCE WITH PROBLEMS AND COMPLAINTS ABOUT VIOLATION OF RIGHTS, CARE, AND SERVICE ISSUES, ABUSE, NEGLECT, OR EXPLOITATION, PLEASE CALL:

Washington State Ombudsman Office 1-800-562-6028

DSHS Complaint Hotline 1-800-562-6078

**NOTICE OF RECEIPT OF RESIDENT RIGHTS NOTIFICATION**

I, have received a copy of “Resident Rights in Long Term Care Facilities”. The document has also been reviewed orally with me.

Resident Signature Date

Resident Representative Signature Date

**EXHIBIT D**

**CONTACTING EMERGENCY MEDICAL SERVICES**

POLICY:

The home must develop and implement policies and procedures which require immediate contact of the local emergency medical services when a resident has a medical emergency. All staff will be familiar with policies and procedures for handling medical emergencies. Staff will respond in a timely and efficient manner when a medical emergency occurs.

PROCEDURE:

1. Stay calm and reassuring to residents, household members, and visitors.
2. WAC 388-76-10250 requires staff to immediately contact local emergency medical services when a resident has a medical emergency unless the caregiver is a present at the time of the emergency and is a licensed physician or RN acting within their scope of practice.
	1. Whether or not any order exists directing medical care for the resident, the resident has provided an advance directive for medical care, or the resident has expressed any wishes involving medical care.
3. Keep all other non-essential people out of the way so that emergency crews can intervene. Follow instructions of 911 phone operator while waiting for EMS to arrive.
4. Stay with the resident until help arrives.
5. Gather necessary paperwork for EMS:
	1. Resident Information Sheet
	2. Medications Record
	3. Current physicians’ orders, including POLST if applicable
	4. Advance Directive for medical care
6. Complete an incident report.
7. Notify the provider/resident manager, the resident’s family, the resident’s physician, and the case manager (if applicable). Document in the incident report and/or incident log that you notified these people. Report the incident to the RCS CRU Hotline: 800-562-6078 or <https://fortress.wa.gov/dshs/altsaapps/OCR/facilityOCR.FacRptInputFacility.executeLoad.action>.

## Residents on Hospice

Per WAC 388-76-10250, the home is not required to contact emergency medical services when a resident is receiving hospice care by a licensed hospice agency, the emergency relates to the expected hospice death, and the situation is being monitored by the hospice agency.

Resident/representative signature Date

AFH representative signature Date

**EXHIBIT E**

**PROHIBITING RESIDENT ABUSE, NEGLECT, EXPLOITATION, & ABANDONMENT**

POLICY: Abuse and neglect prevention

PURPOSE: To prevent abuse/neglect and protect residents from harm.

PERSON RESPONSIBLE: All staff

PROCEDURE:

It is the policy of this home to prevent abuse and neglect of residents by screening applicants and residents, training staff, responding appropriately and promptly to all incidents of abuse and neglect, and identifying trends and patterns. Home staff will investigate all incidents, protect residents, report to the proper authorities, respond to findings, formulate conclusions, and implement measures to minimize future similar occurrences.

1. **SCREENING**
	1. All applicants for employment and volunteers will complete a Washington State Criminal History Background Check form as part of the application process. In addition, any children over the age of 11 and any adult living in the home (who is also not a resident) will receive a Washington State Criminal History Background Check.
	2. Provider/manager will fax the inquiry to the Criminal History Background Unit at DSHS at 360.902.0292.
		1. Upon receipt of background check results, the provider/manager will assist the newly-hired long term care worker in arranging for Federal fingerprint checks.
	3. Upon receipt of the application, the appropriate staff person will verify the license/certification/registration (if appropriate) with the Washington State Department of Health.
	4. If open complaints exist on the applicant’s license, the appropriate staff person will seek further information from the Department of Health as to the nature of the complaint.
	5. The manager will verify the applicant’s references and document feedback from each contact.
	6. All findings will be routed to the appropriate staff person for placement in the applicant’s file.
	7. Only after completion and clearance from the manager/owner will an applicant be offered employment at the home.
	8. Prior to admission, every attempt will be made to assess potential residents for prior history of aggressive and/or combative behaviors. Should such behaviors exist either currently or previously, management will determine whether or not the home can meet the person’s needs as well as provide protection to other residents.
2. **TRAINING**
	1. During initial general orientation to the home, the appropriate staff person will inservice all new employees on:
		1. What constitutes abuse, neglect, exploitation, and abandonment.
		2. How, when, and to whom to report abuse and neglect without the fear of reprisal.
		3. How to deal with aggressive behaviors from a resident.
		4. How to recognize the signs of potential abuse and/or neglect of a resident.
	2. The appropriate staff person will provide further training on the above topics as the need is identified.
	3. The appropriate management staff will inform and provide education to residents and their families upon admission, at resident meetings, and during care conferences/reassessments.
	4. Appropriate staff will advise residents and families of the resident’s rights, and who to call when they feel that infringement of these rights have occurred. The residents and their families will also be advised regarding the whereabouts of the DSHS reporting hotline number, and contact information for the state Ombudsman. Staff will share with residents that retaliation will not occur if the resident feels the need to call the hotline and/or the ombudsman.
3. **PREVENTION**
	1. The following areas of the home are considered most at risk for resident abuse and/or neglect:
		1. Day rooms
		2. Solariums
		3. Dining rooms
		4. Smoking area
		5. Shower/bathrooms
		6. Resident rooms
		7. Courtyard
		8. Other areas of the home that are less supervised
	2. Signs to watch for that may lead to potential abuse and/or neglect by staff include:
		1. Burnout
		2. Persistent absenteeism/tardiness
		3. Complaints about trivial issues
		4. Derogatory language
		5. Inappropriate handling of residents
		6. Ignoring residents while providing care
		7. Telling residents to “act appropriately”
		8. Bad mouthing the home, supervisor(s), co-worker(s)
		9. Failure to seek assistance from co-worker or supervisor when providing care to a difficult resident
	3. Residents with known difficult behaviors will be assessed and interventions for safety dealing with residents will be included in the negotiated care plan.
	4. All incidents will be viewed collectively for potential trends or repeated issues that warrant further investigation and subsequent planning.
	5. All areas of the home are to be supervised by the manager and/or owner during the shift.
4. **IDENTIFICATION**
	1. Events constituting abuse and/or neglect are described as but not limited to the following:
		1. Not providing care
		2. Failure to follow the resident’s negotiated care plan
		3. Taking/stealing/ “borrowing” money or property from the resident or financially exploiting the resident
		4. Rough handling of the resident while providing care
		5. While in the presence of a resident, speaking in a language unknown to the resident
		6. Willfully causing harm to a resident
		7. Preventing the resident from expressing their own free choice
		8. Failure to protect a resident from harm
	2. Examples of actions to a resident that are abusive may include but are not limited to the following:
		1. Verbal abuse: any use of written, oral, or gestured language that willfully includes a threat
		2. Sexual abuse: inappropriate touching, sexual harassment, coercion, or assault (real or imagined)
		3. Physical abuse: hitting, slapping, poking, prodding, sticking with sharp object, pushing, shoving, pinching, spitting, twisting, squeezing, and kicking. It may also include controlled behavior through means of punishment such as withholding treatment, food, activity, etc.
		4. Mental abuse: Humiliation, harassment, threats of punishment, deprivation, withholding cigarettes, teasing, placing unreasonable restrictions on the resident, withholding communication (mail, telephone calls, etc.), limiting visitation, and not providing privacy during care.
		5. Involuntary seclusion: isolating a resident against his/her will (exception: you may temporarily isolate a resident for his/her protection until the threat is removed).
		6. Willful deprivation by inaction: refusal of staff to intervene when a resident seeks assistance from a staff member and is ignored.
	3. Patterns of abuse and/or neglect will be trended and identified by the incident reporting log thereby directing the course of the investigation.
5. **PROTECTION**

**Staff-to-resident**

* 1. Remove the resident from harmful or potentially harmful situation.
	2. Reassign or suspend staff member during investigation of unwitnessed occurrences.
	3. If witnessed, immediately suspend the employee.

**Visitor-to-resident**

1. If allegation of visitor-to-resident abuse and/or neglect has occurred, ask visitor to leave the premises. Seek assistance as needed from police, another staff person, etc.
2. Provide first aid and/or seek medical attention as needed.

**Resident-to-resident**

1. If resident-to-resident abuse, separate residents and make assignment of room if necessary. Notify physician, family, mental health professionals (as needed), Hotline, and police.
2. Protect all other residents who may also be in harm’s way.
3. Initiate investigation and document all findings.
4. Determine which resident was the aggressor in the incident.
5. Review the aggressor’s plan of care to determine whether the interventions and strategies for prevention were implemented and/or need to be revised.
6. Assess to determine if incident could have been prevented and if visible signs of escalation were present.

**Injuries of unknown origin**

1. When an injury is identified, staff persons must determine how the injury occurred in order to rule out abuse or assault.
2. Methods to evaluate if abuse or assault occurred include but are not limited to:
	1. Interviewing the witness(es) involved
	2. Interviewing the resident(s) involved
	3. Evaluating the environment for possible contributing factors
	4. Comparing the services the resident receives to the care plan.
3. If, following immediate evaluation, abuse or assault cannot be ruled out as a potential cause of the injury, staff must report to the Department Hotline at 1-800-562-6078 and proceed with the investigation.

**Sexual abuse/assault**

* 1. If sexual assault has occurred or is suspected, preserve all evidence.
	2. Notify the police department immediately.
	3. Do not question the resident, as s/he has the right to receive counseling from a person trained in sexual assault intervention.
	4. Send resident and evidence to emergency department for evaluation
		1. DO NOT ATTEMPT TO CLEAN RESIDENT, AS YOU MAY INADVERTANTLY WASH OFF EVIDENCE
		2. Call ahead to the emergency department and advise that a resident who may have been sexually assaulted is on his/her way.
	5. Arrange for counseling by a professional trained in sexual assault.
1. **INVESTIGATION**
	1. The staff member seeing abuse or being notified of abuse or neglect will fill out an Event/Incident Report form.
	2. Phase 1 of the investigation will answer the following questions as completely as possible
		1. The following topics will be addressed by the person filling out the form:
			1. WHO? Who was involved in the incident – the victim, the person causing the harm, and any witnesses.
			2. WHAT? What is the nature of the complaint/what happened.
			3. WHERE? Where the event occurred.
			4. Notification of the resident’s physician, family, AFH provider, and supervisor of the event.
			5. Indicate notification of the State Hotline, police, 911 if appropriate
			6. How the staff protected the resident from further incident.
		2. The following issues will be addressed by the person responsible for investigating the incident:
			1. HOW? How the event occurred.
			2. WHY? Why the event occurred.
	3. Phase 2 of the investigation will include the following:
		1. Gather statements from potential witnesses/other involved parties that may have knowledge about the incident.
		2. Review personnel files of staff members who may have been involved.
		3. Determine how injury could have occurred, provided there was an injury.
		4. Review grievance and state reporting log (skilled nursing only) for incidents involving the same parties.
		5. Review the resident record and plan of care for patterned behavior.
		6. Notify Hotline, police, and Nursing Commission when appropriate.
	4. Conclusion
		1. Summarize findings
		2. Take necessary action to prevent future similar incidents
		3. Make adjustments to the plan of care when appropriate
		4. Reassign, retrain, discipline, suspend, and/or terminate employee as appropriate
2. **REPORT/RESPOND**
	1. All AFH staff as well as the provider is a MANDATORY REPORTER.
		1. Report to the DSHS hotline (1-800-562-6078) immediately for witnessed and suspected abuse/neglect/exploitation. Seek assistance of a supervisor if necessary.
			1. If the alleged abuser is the supervisor, provider, or family member of a provider, you still must report the incident.
		2. Report to the police department when appropriate
			1. Cases of physical or sexual assault and theft of resident property must be reported to the police.
		3. Report to the Department of Health when appropriate.

Resident/representative signature Date

AFH representative signature Date