100 SCOPE

These rules and regulations constitute the basis for the licensure of Level I assisted living facilities by the Arkansas Department of Human Services, Division of Medical Services, Office of Long Term Care. The Office of Long Term Care reserves the right, and may at any time, waive any or all of the requirements herein in event of emergency or for good cause shown in the sole determination of the Office of Long Term Care.

200 PURPOSE

The purpose of these rules and regulations is to establish standards for Level I assisted living facilities that provide services in a homelike environment for elderly and disabled persons. Level I assisted living facilities ensure that residents receive supportive health and social services as they are needed to enable them to maintain their individuality, privacy, dignity, and independence, in the highest degree possible in an apartment-style living unit. The assisted living environment actively encourages and supports these values through effective methods of service delivery and facility or program operation. The environment promotes resident self-direction and personal decision-making while protecting resident's health and safety.

300 DEFINITIONS

As used in these rules and regulations, the following definitions shall apply unless the context clearly states otherwise. Where these rules and regulations refer to an enactment of the General Assembly, such reference shall include subsequent enactment or amendments by the General Assembly on the same subject matter.

Abuse – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and 42 CFR §488.301. "Abuse" also includes sexual abuse as defined in Ark. Code Ann. § 5-28-101 (12).

Activities of Daily Living – The ~~tasks for self-care~~ activities of daily living that are performed either independently, with supervision, with assistance, or by others. Activities of daily living include, but are not limited to, ambulating, transferring, grooming, bathing, dressing, eating and toileting.

ADA – The Americans with Disabilities Act.

Administrator – The person who has successfully completed a course of training or instruction certified by the Office of Long Term Care as an assisted living facility administrator who is in charge of the daily operation of the facility. Until programs have been certified by the Office of Long Term Care, ~~certification requirements for an Assisted Living Facility administrator are in place, certification as a~~ Residential Care Facility Administrators or ~~licensure as a~~

Nursing Home Administrators may be used.

Advertise – To make publicly and generally known. For purposes of this definition, *advertise* includes, but is not limited to:

1. Signs, billboards, or lettering;

2. Electronic publishing or broadcasting, including the use of the Internet or e-mail; and

3. Printed material.

Alzheimer's Special Care Unit (ASCU) – A separate and distinct unit within an Assisted Living or other Long Term Care facility that segregates and provides a special program for residents with a diagnosis of probable Alzheimer's disease or related dementia, and that advertises, markets or otherwise promotes the facility as providing specialized Alzheimer's or related dementia care services.

Assisted Living Facility (ALF) – Any building or buildings, section or distinct part of a building, boarding home, home for the aged or other residential facility whether operated for profit or not that undertakes through its ownership or management to provide assisted living services for a period exceeding twenty-four (24) hours to more than three (3) adult residents of the facility who are not relatives of the owner or administrator. Assisted living facility means facilities in which assisted living services are provided either directly or through contractual arrangements or in which contracting in the name of residents is facilitated. ~~An assisted living facility provides, at a minimum, services to assist residents in performing all activities of daily living on a twenty-four (24) hour basis. Assisted living facilities shall provide, at a minimum, the following assisted living services:~~

~~1. 24 hour staff supervision by awake staff;~~

~~2. Assistance in obtaining emergency care 24 hours a day. This provision may be met with an agreement with an ambulance service or hospital or emergency services through 911;~~

~~3. Assistance with social, recreational and other activities;~~

~~4. Assistance with transportation (this does not include the provision of transportation;~~

~~5. Linen service;~~

~~6. 3 meals a day;~~

~~7. Medication assistance (to the extent permitted under the Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing) or monitoring.~~

Assisted Living Program – A program of assisted living services.

Assisted Living Services – Housing, meals, laundry, social activities, assistance with transportation, ~~one or more personal services,~~ direct care services, health care services, 24-hour supervision and care, and limited nursing services. For purposes of these regulations, *assistance with transportation* means making arrangements for transportation.

Caregiver – Shall have the same meaning prescribed by Ark. Code Ann. § 5-28-101.

Choice – Viable options available to a resident that enables the resident to exercise greater control over his or her life. Choice is supported by resident's self-directed care (including methods and scheduling) established through the care planning process, and the provision of sufficient private and common space within the facility to provide opportunities for residents to select when and how to spend time, and when and how to receive personal or assisted living services.

Common Areas (for Alzheimer's Special Care Units) – Portions of the Alzheimer's Special Care Unit, exclusive of residents' rooms and bathrooms. Common areas include any facility grounds accessible to residents of the Alzheimer's Special Care Unit.

Compliance Agreement – If needed, the written formal plan developed in consideration of shared responsibility, choice and assisted living values and negotiated between the resident or his or her responsible party and the assisted living facility to avoid or reduce the risk of adverse outcomes that may occur in an assisted living environment.

Continuous – Available at all times without cessation, break or interruption.

Deficiency – A facility's failure to meet program participation requirements as defined in these and other applicable regulations and laws.

Dementia – A loss or decrease in intellectual ability that is of sufficient severity to interfere with social or occupational functioning; it describes a set of symptoms such as memory loss, personality change, poor reasoning or judgment, and language difficulties.

Department – The Department of Human Services and its divisions and offices.

Direct Care Services – Services that directly help a resident with certain ~~routines~~

~~and~~ activities of daily living such as assistance with mobility and transfers; assistance to resident to consume a meal, grooming, shaving, trimming or shaping fingernails and toenails, bathing, dressing, personal hygiene, bladder and bowel requirements, including incontinence, or assistance with medication, only to the extent permitted by the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing.

Direct Care Service Plan – A written plan for direct care services that is developed to meet the needs and preferences of the resident or his or her responsible party through a negotiated process that becomes a part of the resident's occupancy admission agreement.

Direct Care Staff – Any licensed or certified staff acting on behalf of, employed by, or contracted by the facility, to provide services and who provides direct care services or assistance to residents, including activities of daily living and tasks related to medication administration or assistance.

Direct Care Staff (Alzheimer's Special Care Unit) – An individual who is an employee of the facility, or an individual who is an employee of a temporary or employment agency assigned to work in the facility, who has received or will receive, in accordance with these regulations, specialized training regarding Alzheimer's or related dementia, and who is responsible for providing direct, hands-on care or cuing services to residents of the ASCU.

Direct Contact – The ability or opportunity of employees of the facility, or individuals with whom the facility contracts, to physically interact with or be in the presence of residents.

Direct Threat – A significant risk to the health or safety of self or others that cannot be eliminated by reasonable accommodation. This term as used in these rules and regulations is designed to ensure conformity with the Americans with Disabilities Act (ADA) in determining whether a person with a disability poses a "direct (health or safety) threat".

Directed Plan of Correction – A plan developed by the Office of Long Term Care that describes the actions the facility will take to correct deficiencies and specifies the date by which those deficiencies will be corrected.

Discharge – When a resident leaves the facility, and it is not anticipated that the resident will return. A discharge occurs when a return to the facility by the resident requires that admission procedures set forth in these regulations be followed.

Disclosure Statement (Alzheimer's Special Care Unit) – A written statement prepared by the facility and provided to individuals or their responsible parties, and to individual's families, prior to admission to the ASCU, disclosing the form

of care, treatment, and related services especially applicable to, or suitable for residents of, the ASCU.

Elopement – Circumstances where a resident, who has been identified as being cognitively impaired, has left a facility without staff knowledge. Facilities must comply with all reporting requirements of any special programs in which they participate.

Emergency Measures – Those measures necessary to respond to a serious situation that threatens the health and safety of residents.

Endangered Adult – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and as amended.

Exploitation – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

First Aid Measures – Temporary interventions necessary to treat trauma or injury.

Health Care Service Plan – A written plan for health care services that is developed to meet the needs and preferences of the resident or his or her responsible party through a negotiated process that becomes a part of the resident's occupancy admission agreement.

Health Care Services – The provision of services in an assisted living facility that assists the resident in achieving and maintaining well-being (e.g., psychological, social, physical, and spiritual) and functional status. This may include nursing assessments and the monitoring and delegation of nursing tasks by registered nurses pursuant to the Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing, care management, records management and coordinating basic health care and social services in such settings. Health care services may not be provided in a Level I Assisted Living Facility except as provided in Section 702 of these regulations.

Home Health Services – Home health aide services, medical supplies suitable for use in the resident's assisted living facility apartment, and nursing services as defined in the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing.

IDR – The informal dispute resolution process as described in these regulations.

~~Immediate Jeopardy – A situation in which the facility's noncompliance with one or more program requirements has caused, or is likely to cause, serious injury, harm, impairment, or death, to a resident.~~

Imminent Danger to Health and Safety – Shall have the same meaning as

prescribed by Ark. Code Ann. § 5-28-101.

Impaired Adult – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

Independence – The maintenance and promotion~~s~~ of resident capabilities to enhance the resident's preferences and choices within a barrier-free environment.

Individual Assessment Team (IAT) – A group of individuals possessing the knowledge and skills to identify the medical, behavioral, and social needs of residents of the Alzheimer's Special Care Unit (ASCU), and to develop services designed to meet those needs..

Individual Support Plan – A written plan developed by an Individual Assessment Team (IAT) that identifies services to a resident of the Alzheimer's Special Care Unit (ASCU).

Limited Nursing Services – Acts that may be performed by licensed personnel while carrying out their professional duties, but limited to those acts that the department specifies by rule. Acts that may be specified by rule as allowable limited nursing services shall be for persons who meet the admission criteria established by the Department for facilities offering assisted living services, shall not be complex enough to require twenty-four (24) hour nursing supervision and may include such services as application and care of routine dressings, and care of casts, braces, and splints.

Long Term Care Facility License – A time-limited, non-transferable, permit required by Ark. Code Ann. § 20-10-224 and issued for a maximum period of twelve (12) months to a licensee who complies with Office of Long Term Care rules and regulations. This document must list the maximum number of beds for the facility.

Medication Assistance and Monitoring – Services provided by the facility, either directly or through contract, in accordance with the Nurse Practices Act and interpretations thereto by the Arkansas State Board of Nursing, designed to ensure that residents receive necessary or prescribed medication, and to prevent wastage of medication.

Mental Abuse – Verbal, written, or gestured communication, to a resident, or to a visitor or staff, about a resident within the resident's presence, or in a public forum, that a reasonable person finds to be a material endangerment to the mental health of a resident.

Neglect – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and 42 C.F.R. §488.301.

New Admission – An individual who is being admitted to the facility for the first time, or who is returning after a formal discharge.

Non-Compliance – Any violation of these regulations, or of applicable law or regulations.

Nurse Practice Act – As used in these regulations, the term *Nurse Practice Act* refers to Ark. Code Ann. §17-87-101 *et seq.* and interpretations thereto by the Arkansas State Board of Nursing.

Operator – The individual or entity that conducts the business of the facility. The individual or individuals executing the licensure application form shall be deemed an operator.

OLTC – The Office of Long Term Care.

Office of Long Term Care – The Office in the Division of Medical Services of the Department of Human Services that has responsibility for the licensure, certification, and regulation, of long term care facilities, herein referred to as the Office or OLTC.

Person – An individual, partnership, association, corporation, or other entity.

Personnel/Staff/Employee – Any person who, under the direction, control, or supervision of facility administration, provides services as defined in these regulations for compensation, or who provides services voluntarily, and may include the owner, operator, professional, management and persons, firms, or entities providing services pursuant to a contract or agreement.

Plan of Correction (P-o-C) – A plan developed by the facility and approved by OLTC that describes the actions the facility will take to correct deficiencies, and which specifies the date by which those deficiencies will be corrected.

PRN – A medication or treatment prescribed by a medical professional to a person, allowing the medication or ointment to be given "as needed".

Program Requirements – The requirements for participation and licensure under these and other applicable regulations and laws as an assisted living facility.

Proprietor/Licensee – Any person, firm, corporation, governmental agency or other legal entity, issued an assisted living facility license, and who is responsible for maintaining approved standards.

Protective Services – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

Provisional Placement – Placement in an assisted living facility made for the purposes of assessment to determine appropriateness of admission or emergency, such as placement by law enforcement or Adult Protective Services. A provisional placement shall be permitted for no longer than ~~seven (7)~~ thirty (30) days, at which time the resident must either be discharged or admitted to the facility in conformity with theses regulations. A provisional placement shall not be an admission pursuant to these regulations, and any individual in an assisted living facility pursuant to a provisional placement shall not be deemed a resident of the facility.

Responsible Party – An individual, who, at the request of the applicant or resident, or by appointment by a court of competent jurisdiction, agrees to act on behalf of a resident or applicant for the purposes of making decisions regarding the needs and welfare of the resident or applicant. These regulations, and this definition, does not grant or permit, and should not be construed as granting or permitting, any individual authority or permission to act for or on behalf of a resident or applicant in excess of any authority or permission granted by law. A competent resident may select a responsible party or may choose not to select a responsible party. In no event may an individual act for, or on behalf of, a resident or applicant when the resident or applicant has a legal guardian, attorney-in-fact, or other legal representative. For purposes of these regulations only, responsible party will also refer to the terms *legal representative, legal guardian, power of attorney* or similar phrase.

Separate Premises – ~~Physically distinct and separate facilities that do not share common grounds, such as courtyards. Covered walkways from one facility to another do not constitute common areas or common grounds.~~Buildings housing Assisted Living Facility operations that are located on non-contiguous land.

Significant Change – Any improvement or decline in a resident's medical, physiological, psychological, or social condition, in which:

a. The decline cannot be reasonably expected to resolve itself; or,

b. In which the decline may cause a worsening of another or pre-existing medical, physiological, psychological, or social condition.

Substandard Quality of Care – One or more deficiencies related to participation requirements, as set forth in these or other applicable regulations or laws, that constitute either immediate jeopardy to resident health or safety; a pattern of, or widespread actual harm, that is not immediate jeopardy; or a widespread potential for more than minimal harm, but less than immediate jeopardy, with no actual harm.

~~Substantial Compliance – A level of compliance with the requirements of participation as set forth in these or other applicable regulations or laws, such that~~

~~any identified deficiencies pose no greater risk to resident health or safety than the potential for causing minimal harm.~~

Survey – The process of inspection, interviews, or record reviews, conducted by the Office of Long Term Care.

Standard Survey - A comprehensive survey conducted by the Office of Long Term Care on an average of every 18 months for each facility.

Transfer – The temporary or permanent relocation of a resident from one living unit within the facility to another living unit within the facility, or the temporary relocation of a resident to a location outside the facility.

Twenty-Four (24) Hour Nursing – Services that are ordered by a physician or advance practice nurse for a resident whose condition requires the supervision of a physician or advance practice nurse and continued monitoring of vital signs and physical status and whose condition is medically complex enough to require on-site nursing supervision on a twenty-four (24) hour per day basis.

Visually and Functionally Distinct Area – A space that can be distinguished from other areas within the apartment by sight. A visually and functionally distinct area need not be a separate room. To create a visually distinct area, one or more of the following methods must be employed: change in ceiling height, separation by ceiling soffit(s) or wall returns, change in flooring color, partial height partitions or counters, use of alcoves, use of permanent screening devices such as columns or fixed screens. In the case of an "L" shaped studio apartment or unit, kitchenettes and living areas may be combined and bedroom areas may be in a leg of an "L" shaped plan and qualify without additional separation methods.

400 LICENSURE

400.1 No Level I assisted living facility may be established, conducted, or maintained in Arkansas without first obtaining a long term care facility license as required by Ark. Code Ann. § 20-10-201, *et seq*., Act 1230 of 2001, and these licensing standards. All licenses issued hereunder, and the beds stated on the license, are non-transferable from one owner or proprietor to another, or from one site or location to another. No Level I assisted living facility may operate with more beds than is stated in the license, and no Level I assisted living facility may accept more residents than the number of beds stated on the license. No license shall be issued without proof of a valid, current Permit of Approval issued by the Health Services Permit Commission or Health Services Permit Agency.

400.2 The issuance of a Level I assisted living facility license shall be a grant of authority to the facility to operate an assisted living facility that does not provide services for or house individuals who meet the medical eligibility for nursing home level of care with the stated bed capacity set out in the license, subject to

the provisions regarding loss of beds below. The initial license shall state the number of beds as set forth in the Permit of Approval. Subsequent licenses issued to the same owner will state the number of beds for which the facility has been authorized by the Health Services Permit Commission or the Health Services Permit Agency at the time of the issuance of the subsequent license. Licenses issued as a result of a change of ownership shall state the number of beds for which the facility was licensed on the date of sale of the facility or the date of the sale of ownership of the facility.

400.3 No individual meeting the criteria for Level II level of care may reside or be housed in a Level I unit or Level I bed.

401 LICENSING INFORMATION

401.1 Licenses to operate a Level I assisted living facility are issued to be effective beginning July 1st and expiring on the following June 30th. Fees for new licensure applications will be prorated by dividing the total licensure fee by three hundred sixty five (365) and then multiplying the result by the total number of days from the date the application is approved through June 30, inclusive.

401.2 Licenses shall be issued only for the premises and persons specified in the application and shall not be transferable.

401.3 Licenses shall be posted in a conspicuous place on the licensed premises.

401.4 Separate licenses are required for Level I assisted living facilities maintained on separate premises, even though they are operated under the same management. When two or more buildings located on contiguous land house Assisted Living operations, the owner or operator may choose to license each operation in each building separately, or to have all operations in all buildings operate under a single license. Multiple licenses for multiple operations housed in separate buildings on contiguous land will be considered and treated under these regulations as separate Assisted Living Facilities, and each licensed operation must conform to the requirements of these regulations independent of the other licensed operations housed in other buildings on contiguous land.

401.5 Every Level I assisted living facility owner shall designate a distinctive name for the facility, which shall be included on the application for a license. The name of the facility shall not be changed without prior written notification to and receipt by the owner of the assisted living facility of approval from the Office of Long Term Care.

402 INITIAL LICENSURE

402.1 Initial licensure requires that the applicant for licensure possess a current, valid Permit of Approval (P-o-A) issued by the Health Services Permit Commission

(HSPC) or Health Services Permit Agency (HSPA). Initial licensure shall apply to:

a. Newly constructed facilities designed to operate as assisted living facilities;

b. Existing structures not already licensed as a Level I assisted living facility on the effective date of these regulations.

Permits of approval held by residential care facilities as of the effective date of Act 1230 of 2001 or held by subsequent purchases of those facilities shall also be considered permits of approval for assisted living without further action. However, residential care facilities that choose to offer Level I assisted living services are not exempt from assisted living licensure requirements except as specifically provided by Act 1230 of 2001.

402.2 The initial licensure application shall be accompanied by one set of building plans.

403 COMPLIANCE

An initial license will not be issued until the Department verifies that the facility is in compliance with the licensing standards set forth in these regulations.

An initial license will be effective on the date specified by the Office of Long Term Care once the Office of Long Term Care determines the facility to be in compliance with these licensing standards and applicable laws and regulations. The license will expire on June 30th following the issuance of the license.

404 APPLICATION, EXPIRATION AND RENEWAL OF LICENSE

404.1 Applicants for licensure or renewal of Level I assisted living facility licensure shall obtain the necessary forms for initial or renewal licensure or to request re-licensure of the facility after a change of ownership (see Section 404.7 and Section 405) from the Office of Long Term Care. The issuance of an application form shall not be construed to be a guarantee that the completed application will be acceptable, or that the Department will issue a license.

404.2 The facility shall not admit any residents until a license to operate a Level I assisted living facility has been issued, except as provided in Section 404.10(e) of these regulations for purposes of inspection and initial licensure.

404.3 Applicants for initial licensure, renewal, or re-licensure after a change in ownership shall pay in advance a license fee of $10.00 per bed to the Department. Such fee shall be refunded to the applicant in the event a license is not issued. An application fee of $250.00 shall also accompany every application which shall be

non-refundable.

404.4 Annual renewal is required for all Level I assisted living facility licenses. Licenses are effective beginning July 1 and shall expire on June 30th of the following year. In the event that a facility's license is not renewed by June 30, the license for the facility will be void.

404.5 Applications for annual license renewal shall be delivered or, if mailed, postmarked to the Office of Long Term Care no later than June 1st before the June 30th expiration of the license. Any license fee ~~not~~ received by the Department ~~no later than~~ after June 1 is subject to a ten percent (10%) penalty.

404.6 The operator of the facility shall sign applications and must successfully complete a criminal background check pursuant to Ark. Code Ann. 20-33-201, *et seq*., and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities.

404.7 When a change in ownership or controlling interest in the facility is sold by person or persons named in the license to any other person or persons, the new owner shall, at least 30 days prior to completion of the sale, submit a new application and license fee, request to be inspected and meet the applicable standards and regulations, including but not limited to, life safety codes, at the time of inspection. The seller, in writing, shall report such change in ownership to the Office of Long Term Care at least thirty (30) days before the change is to be implemented. With the exception of civil money penalties imposed for violations or deficiencies that occurred prior to the sale of ownership or control, when a license is granted pursuant to a change of ownership, the buyer shall be responsible for implementation or performance of any remedy listed in Section 1004.2 imposed against the facility for violations or deficiencies that occurred prior to the sale of ownership or control. The seller shall remain liable for all civil money penalties assessed against the facility that are imposed for violations or deficiencies occurring prior to the sale of ownership or operational control. The Department shall consider and may deny a license based upon any criteria provided for at Ark. Code Ann. § 20-10-224(f)(1), *et seq*. Failure to comply with the provisions of this section will result in the denial of licensure to the new owner.

404.8 The applicant/licensee must furnish the following information:

a. The identity of each person having (directly or indirectly) an ownership interest of five percent (5%) or more in the facility;

b. The complete name and address of the assisted living facility for which license is requested and such additional information as the Department may require including, but not limited to, affirmative evidence of ability to comply with standards, rules and regulations as are lawfully prescribed

hereunder;

c. In case such facility is organized as a corporation, the identity of each officer and director of the corporation, together with a certificate of good standing from the Arkansas Secretary of State;

d. In case such facility is organized as a partnership, the identity of each partner and a copy of the partnership agreement;

e. A statement from an authorized representative of the facility acknowledging that the facility is responsible for any funds that are handled for the residents by the facility or its staff, including personal allowance funds, together with an acknowledgement that the failure to make restitution within ten (10) working days for lost or stolen funds will result in the non-renewal of licensure, or other sanctions;

f. A copy of any required contract agreement for the provision of services meeting specifications in Section 503 of these regulations;

g. A copy of the floor plan of the assisted living facility. If the assisted living facility will be a part of another facility under a different license, the distinct part of the facility that will be assisted living shall be identified.

404.9 A ~~level~~ Level I assisted living facility may apply for and be granted a license to operate as a Level II facility. A facility desiring to change its licensure status to a Level II from a Level I shall meet all requirements for, and shall make application without additional fee in accordance with, new licensure applications. The Level I facility must meet the provisions of the International Building Code in effect at the time of the licensure or construction of the facility, whichever is later.

404.10 Procedure for Licensure. The procedure for obtaining an Assisted Living License shall be:

a. The individual or entity seeking licensure shall request or obtain all forms for licensure from the Office of Long Term Care.

b. The individual or applicant shall fully complete all forms for licensure and submit same to the Office of Long Term Care, along with all licensure and application fees. As applicable and required by law or regulation, the individual or entity seeking licensure shall submit drawings or plans for the facility to the Office of Long Term Care at the time of application.

c. For a new facility, at the time of application submission to the Office of Long Term Care the applicant shall, in writing, request a life-safety code survey from the Office of Long Term Care.

d. For a new facility, the Office of Long Term Care will conduct an unannounced life-safety code survey to determine compliance with applicable building code requirements.

e. For a new facility, upon being informed that the facility meets all requirements for all applicable building codes the facility may admit residents.

f. For a new facility, upon admission of residents the facility shall, in writing, request an initial survey.

g. For a new facility, the Office of Long Term Care will conduct an unannounced initial survey to determine compliance with applicable law and these regulations.

h. For a new facility, upon successful completion of the initial survey the facility shall be granted a license to operate as an Assisted Living Facility.

i. The Office of Long Term Care may elect, for any renewal application, to perform a survey prior to issuance of the license, and issuance of the license is contingent upon the facility being found in compliance with all program requirements.

405 CHANGE IN OWNERSHIP

405.1 Transactions constituting a change in ownership include, but are not limited to, the following:

a. Sale or donation of the facility's legal title;

b. Lease of any portion of facility's real or personal property;

c. A sole proprietor becomes a member of a partnership or corporation, succeeding him as the new operator;

d. A partnership dissolves;

e. One partnership is replaced by another through the removal, addition or substitution of a partner;

f. The corporate owner merges with, or is purchased by, another corporation or legal entity;

g. A not-for-profit corporation becomes a general corporation, or a for-profit corporation becomes not-for-profit.

405.2 Transactions that do not constitute a change of ownership include, but are not limited to, the following:

a. Changes in the membership of a corporate board of directors or board of trustees, or;

b. Changes in the membership of a not-for-profit corporation.

500 ADMINISTRATION

501 GOVERNING BODY

Each Level I assisted living facility must have an owner or governing body that has ultimate authority for:

a. The overall operation of the facility;

b. The adequacy and quality of care;

c. The financial solvency of the facility and the appropriate use of its funds;

d. The implementation of the standards set forth in these regulations; and

e. The adoption, implementation and maintenance, in accordance with the requirement of state and federal laws and regulations and these licensing standards, of assisted living policies and administrative policies governing the operation of the facility.

502 GENERAL PROGRAM REQUIREMENTS

Each person or legal entity issued a license to operate a Level I assisted living facility shall provide continuous twenty-four (24)-hour supervision and services that:

a. Conform to Office of Long Term Care rules and regulations;

b. Meet the needs of the residents of the facility;

c. Provide for the full protection of residents' rights; and

d. Promote the social, physical, and mental well being of residents.

503 CONTRACTUAL AGREEMENTS

A Level I assisted living facility shall not admit, or continue to provide care to, individuals whose needs are greater than the facility is licensed to provide. For

~~individuals whose needs are not greater than the facility is licensed to provide,~~ any service required under these regulations that is not provided directly by the facility, the facility must have a written contractual agreement~~/~~ or contract with an outside program, resource or service to furnish the necessary service.

504 PERSONNEL AND GENERAL POLICIES AND PROCEDURES

504.1 Required Policies and Procedures Governing General Administration of the Facility

The facility must develop, maintain, and make available for public inspection the following policies and procedures.

a. Resident policies and procedures as set forth in Section 505;

b. Admission policies as set forth in Section 601;

c. Discharge and transfer policies as set forth in Section 602;

d. Incident reporting policies and procedures as set forth in Section 507~~.2~~, including procedures for reporting suspected abuse or neglect~~ as set forth in Section 507~~.

e. Policies and procedures for the management of resident personal allowance accounts as set forth in Section 505.1 and Section 603.1(3)(N);

f. Residents' Rights policies and procedures as set forth in Section 603.1;

g. Fire safety standards as set forth in Section 504.1.1(i) and Section ~~905~~906;

h. Smoking policies for residents and facility personnel as set forth in Section 504.1.1(j) and Section ~~905~~906;

i. Policy and procedures regarding visitors, mail and associates as set forth in Section ~~601~~603.1(3)(K)~~,~~(L), and (M);

j. Policy and procedures regarding emergency treatment plans as set forth in Section 505(l)~~(1)(2)(3)~~;

k. Policy and procedures for the relocation of residents in cases of emergencies (e.g., natural disasters, or utility outages)

l. Failure of a facility to meet the requirements of this subsection shall be a violation pursuant to Ark. Code Ann. § 20-10-205, *et seq*.

504.1.1 Each facility must have written employment and personnel policies and

procedures. Personnel records shall include, as a minimum, the following:

a. Employment applications for each employee.

b. Written functional job descriptions for each employee that is signed and dated by the employee. Personnel records for each employee shall be maintained and shall include, as a minimum:

1. description of responsibilities and work to be performed, and which shall be updated as they change;

2. minimal qualifications, to include educational qualifications;

3. evidence of credentials, including current professional licensure or certification;

4. written statements of reference or documentation of verbal reference check – verbal check documentation must include the name and title of the person giving the reference, the substance of any statements made, the date and time of the call, and the name of the facility employee who is making the call;

5. documentation of education, documentation of continuing training, including orientation training and continuing education units (CEUs) related to administration certification, personal care, food management, etc. CEU documentation must include copies of the documentary evidence of the award of hours by the certifying organization;

6. documentation of attendance at in-service or on-the-job training, and orientation as required by the job description;

7. employee's signed acknowledgement that he or she has received and read a copy of the Residents' Bill of Rights;

8. results of the criminal record check required by law or regulation.

c. Verification that employee is at least 18 years of age;

d. Documentation that employees with communicable diseases, or with infected skin lesions, are prohibited from direct contact with residents or with residents' food, if direct contact will transmit the

disease;

e. Verification that employee has not been convicted or does not have a substantiated report of abusing or neglecting residents or misappropriating resident property. The facility shall, at a minimum, prior to employing any individual or for any individuals working in the facility through contract with a third party, make inquiry to the Employment Clearance Registry of the Office of Long Term Care and the Adult Abuse Register maintained by the Department of Human Services, Division of Aging and Adult Services, and shall conduct re-checks of all employees every ~~three (3)~~ five (5) years. Inquires to the Adult Abuse Registry shall be made by submitting a Request for Information form found in the Appendix, addressed to Adult Protective Services Central Registry, P. O. Box 1437, Slot S540, Little Rock, AR 72203;

f. Documentation that all employees and other applicable individuals utilized by the facility as staff have successfully completed a criminal background check pursuant to Ark. Code Ann. § 20-33-201, *et seq*. and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities;

g. A copy of a current health card issued by the Arkansas Department of Health or other entities as provided by law;

h. Documentation that employee has been provided a copy of all personnel policies and procedures. A copy of all personnel polices and procedures must be made available to OLTC personnel or any other Department;

i. Documentation that policies and procedures developed for personnel about fire safety standards and evacuation of building have been provided to the employee;

j. Documentation that policies and procedures developed for tobacco use have been provided to the employee;

Failure to comply with the provisions of this subsection or violation of any policies or procedures developed pursuant to this subsection shall be a violation pursuant to Ark. Code Ann. §20-10-205, and Ark. Code Ann. §206, or may constitute a deficiency finding against the facility.

504.1.2 The facility shall meet all regulations issued by the Arkansas Department of Health regarding communicable diseases. Further, the facility must prohibit employees with a communicable disease, or with infected skin

lesions, from direct contact with residents or with residents' food, if direct contact will transmit the disease.

504.2 Required Staffing

504.2.1 Administrator

504.2.1.1 Each facility must designate a full-time (40 hours per week) administrator. The administrator must be on the premises during normal business hours. The administrator has responsibility for daily operation of the facility. Correspondence from the Office of Long Term Care to the facility will be through the administrator. Sharing of administrators between assisted living facilities and other types of long-term care facilities is permitted pursuant to Section 504.2.1.4.

a. The administrator shall not leave the premises housing the assisted living facility during the day tour of duty without first designating an employee who will be responsible for the management of the facility during the administrator's absence.

b. The facility administrator shall notify the OLTC in writing if the administrator will be absent from the facility for seven (7) or more consecutive calendar days;

c. Each administrator will provide to the OLTC, on an annual basis, a copy of his or her current administrator certification. This submission must be every time when the facility seeks licensure, renewal of licensure, or upon change of ownership.

504.2.1.2 All certifications must be current as required by the certification agency. This submission shall be made each time the facility seeks licensure, renewal of licensure, or upon a change of administrators.

504.2.1.3 The administrator must have the following minimum qualifications:

a. Must be at least 21 years of age;

b. Must have a high school diploma or have a GED;

c. Must have the ability and agree to comply with these regulations;

d. Must successfully complete a criminal background check pursuant to Ark. Code Ann. § 20-33-201, *et seq*. and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities;

e. Must not have been convicted, or have a substantiated report, of abusing, neglecting, or mistreating persons, or misappropriation of resident property. The adult abuse register maintained by the Department of Human Services, Division of Aging and Adult Services shall be checked prior to employment;

f. Must have no prior conviction pursuant to Ark. Code Ann. § 20-10-401, or relating to the operation of a long-term care;

g. Must be certified as an Assisted Living Facility Administrator through a certification program approved by the OLTC or must be enrolled in a certification program with an expected completion date of within twelve (12) months. Until certification requirements for an Assisted Living Facility Administrator are in place, certification as a Residential Care Facility Administrator or licensure as a Nursing Home Administrator may be used.

504.2.1.4 *Full time* means forty (40) hours per week during normal business hours. *Part time* means twenty (20) hours or more, but less than forty (40) hours, during normal business hours. When a structure or building houses more than one type of long-term care facility, a single administrator may be employed for all the long-term care programs housed within that structure, building or premises, provided:

a. The person employed as administrator must meet the qualifications for, and be currently licensed or certified as, an administrator for each type of long-term care facility for which he or she will act as administrator;

b. A second administrator shall be employed part-time when:

1. The total number of beds for all long-term care programs within the facility is more than seventy (70), and

2. The number of beds for each long-term care program within the facility is more than twenty (20) per program;

c. A second administrator shall be employed full-time when:

1. The total number of beds for all long-term care programs within the facility is more than seventy (70), and

2. The number of beds for each long-term care program within the facility is more than forty (40) per program.

504.3 To effectuate the intent of these regulations, the assisted living facility

shall develop a staffing plan to ensure sufficient personnel/staff/employees are available to meet the needs of the residents. A facility shall meet minimum staffing ratios set forth below at all times, and shall utilize sufficient staff to meet each resident's particular direct care needs as agreed to and specified in the resident's services plan portion of the occupancy admission agreement.

a. In facilities with sixteen (16) or fewer residents, the facility administrator may be counted as direct care staff while still acting as, or performing the duties of, administrator. ~~The~~ In facilities with more than sixteen (16) residents, the facility administrator may be counted as direct care staff on shifts on which he or she is not performing or required to perform the duties of an administrator. The administrator must meet all licensing or certification requirements for the duties that the administrator is performing.

b. The facility shall have as many personnel/staff/employees awake and on duty at all times as may be needed to properly safeguard the health, safety, or welfare of the residents. For purposes of these regulations, *on duty* means that the individual is on the premises of the facility, is awake, and is able to meet residents' needs. At least one administrator, on-site manager, or a responsible staff person shall be on the premises twenty-four (24) hours per day. Residents shall not be left unsupervised, as that term is defined in subsection 601.3(a)(1). The following are the required minimum staff/resident ratios and other staffing requirements:

1. Required on-site staff/resident ratios based on current resident census are for large and small facilities:

# Residents	Direct Care Staff Required Per Shift		
	Day	Evening	Night
1-~~8~~16	1	1	1
17~~9-16~~32	2	2	~~2~~1
~~17~~33-49	2	2	2
50-66	3	2	2
67-83	4	2	2
84-above	5	3	2

2. Each staff person on duty may be counted as direct care staff even if they are currently involved in housekeeping, laundry or dietary activities as long as universal precautions are followed;

3. Staff requirements are as follows:

A. For facilities with sixteen (16) or less residents, the facility shall have an electronic system, such as pagers or cell phones, to contact relief staff if the on-duty staff person must leave the facility for an emergency or other reason. A staff person who must leave the facility shall utilize the system to obtain staff relief, and shall not leave the facility until the relief person appears at the facility. ~~A~~ For facilities with more than sixteen (16) residents, a relief staff person must be available to relieve staff and to cover if a staff person must leave the facility in an emergency or any other reason;

B. The staffing schedule must be posted in the facility;

C. The OLTC may, in its sole discretion, grant waivers to staffing standards in situations where the facility demonstrates an ability to adequately meet service requirements with fewer staff.

504.4 All staff including contracted personnel who provide services to residents, excluding licensed home health agency staff, shall receive orientation and training on the following topics within the time frames specified herein:

a. Within seven (7) calendar days of hire:

1. Building safety and emergency measures, including safe operation of fire extinguishers and evacuation of residents from the building;

2. Appropriate response to emergencies;

3 Abuse, neglect, and financial exploitation and reporting requirements;

4. Incident reporting;

5. Sanitation and food safety;

6. Resident health and related problems;

7. General overview of the job's specific requirements;

8. Philosophy and principles of independent living in an assisted living residence.

9. Residents' Bill of Rights;

b. Within thirty (30) calendar days of hire:

1. Medication assistance or monitoring;

2. Communicable diseases, including AIDS or HIV and Hepatitis B; infection control in the residence and the principles of universal precautions based on OSHA guidelines;

3. Dementia and cognitive impairment;

c. Within one-hundred eighty (180) calendar days of hire:

1. Communication skills;

2. Review of the aging process and disability sensitivity training.

504.4.1 All staff and contracted providers having direct contact with residents and all food service personnel shall receive a minimum of six (6) hours per year of ongoing education and training to include in-service and on-the-job training designed to reinforce the training set forth in Section 504.4(a)(b)(c).

504.5 Facility staff, administrators and owners are prohibited from being appointed as, or acting as, guardian of the person or the estate, or both, for residents of the facility.

505 GENERAL REQUIREMENTS CONCERNING RESIDENTS

The facility shall:

a. Permit unrestricted visiting hours. However, facilities may deny visitation when visitation results, or substantial probability exists that visitation will result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.

b. Make keys to residences readily available to facility personnel in the event of an emergency need to enter a residence.

c. With the exception of fish in aquariums and service animals (e.g. guide dogs), live animals shall not be permitted in common dining areas, storage areas, food preparation areas or common serving areas. Pets may be permitted in assisted living facilities if sanitary conditions and appropriate behavior are maintained. If the facility permits pets, the facility shall ensure that the facility is free of pet odors and that pets' waste shall be disposed of regularly and properly. Pets must not present a danger to residents or guests. Current records of inoculations and license, as

required by local ordinance, shall be maintained on file in the facility. For purposes of these regulations, *pets* mean domesticated mammals (such as dogs and cats), birds or fish, but not wild animals, reptiles, or livestock. Parameters for pets (including behavior and health) must be set and be included in the occupancy admission agreement.

d. Require that conduct in the common areas shall be appropriate to the community standards as defined by the residents and staff.

e. Ensure that there shall be only one resident to an apartment or unit except in situations where residents are husband and wife or are two consenting adults who have ~~requested and~~voluntarily agreed in writing to share an apartment or unit that has been executed by the resident or responsible party as appropriate and is maintained by the facility in each resident's record.

f. Except in cases of spouses, or consenting adults who have agreed otherwise in writing, ensure that male and female residents do not have adjoining rooms that do not have full floor to ceiling partitions and closable solid core doors.

g. Ensure that residents not perform duties in lieu of direct care staff, but may be employed by the facility in other capacities.

h. Ensure that residents are not left in charge of the facility.

i. Ensure that a minimum of one phone jack is available in each resident's apartment or unit for the resident to establish private phone service in his or her name. In addition, there shall be, at a minimum, one dedicated facility phone and phone line for every forty (40) residents in common areas. The phone shall allow unlimited local calling without charge. Long distance calling shall be possible at the expense of the resident or responsible party via personal calling card, pre-paid phone card, or similar methods. Residents shall be able to make phone calls in private. "Private" can be defined as placing the phone in an area that is secluded and away from frequently used areas.

j. Ensure that residents are afforded the opportunity to participate in social, recreational, vocational, and religious activities within the community, and any activities made available within the facility.

k. Document that each resident has a physician or advance practice nurse of his or her choice who is responsible for the overall management of the resident's health;

l. In the event of a resident's illness or accident:

1. Notify the resident's responsible party or next of kin and personal physician or advance practice nurse, or in the event such physician or advance practice nurse is not available, a qualified alternate. A competent resident may decline to have someone contacted, if such a request is in writing and is filed in the resident's file;

2. Take immediate and appropriate steps to see that the resident receives necessary medical attention including transfer to an appropriate medical facility;

3. Make a notation of the illness or accident in the resident's records.

505.1 Financial Management of Resident Personal Allowance

Each facility must provide for the safekeeping and accountability of resident funds in accordance with this Section and Section 603.1(3)(N). A facility may not require the resident to deposit funds with the facility.

505.1.1 The facility must have written policies and procedures for the management of personal funds accounts with an employee designated to be responsible for these accounts. In addition, the facility shall ensure that:

a. Each person receiving SSI shall have the opportunity to place personal funds in an account. No fee shall be charged by the facility for maintaining these accounts;

b. Persons who receive SSI are entitled to retain an amount from their income for personal needs consistent with federal requirements;

c. The facility shall hold personal funds in trust for the sole use of the residents, and such funds must not be commingled with the funds of the facility or used for any purpose other than for the benefit of the resident;

d. The personal funds shall be used at the discretion of the resident or responsible party;

e. The resident may terminate his or her facility-maintained account and receive the current balance within seven (7) calendar days of the termination of the account;

f. The facility maintains individual records for each resident who has an account that shows all debits and credits to the account, and that maintains a running, current balance;

g. The facility documents all personal transactions and maintains all paid bills, vouchers, and other appropriate payment and receipt documentation in the manner prescribed by the Department or by law;

h. If the facility deposits personal allowance funds, they shall be deposited in individual or collective interest bearing, federally insured bank accounts. If these accounts are established, the facility must develop a procedure to insure the equitable distribution of interest to each resident's account;

i. At least quarterly, the facility supplies each resident or responsible party who has a personal account with a statement showing all deposits, withdrawals and current balance of the resident's personal allowance account;

j. The facility provides the Department access to required resident financial records upon request;

k. At a minimum, the resident has access to his or her personal allowance account during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday;

l. The facility does not charge the resident additional amounts for supplies or services that the facility is by law, regulation, or agreement required to provide under the basic charge;

m. Services or supplies provided by the facility beyond those that are required to be included in the basic charge are charged to the person only with the specific written consent of the resident or his or her responsible party;

n. Whenever a resident authorizes a facility to exercise control over his or her personal allowance, such authorization is in writing and signed by the resident or his or her responsible party, and the administrator of the facility or his or her designee. Any such money shall not be commingled with the funds, or become an asset, of the facility or the person receiving the same, but shall be segregated and recorded on the facility's financial records as independent accounts.

505.1.2 Transfer of resident funds must meet the following requirements:

a. At the time of discharge from the assisted living facility, the resident or his or her responsible party or agent shall be provided a final accounting of the resident's personal account and issued the

outstanding balance within seven (7) calendar days of the date of discharge. If the resident is being transferred to another assisted living facility or health care facility, the resident or responsible party shall be given an opportunity to authorize transfer of the balance to a resident account at the receiving facility;

b. Upon death of a resident, a final statement of the account must be made and all remaining funds shall be transferred to the resident's estate, subject to applicable state laws;

c. Upon change of ownership, the existing owner must provide the new owner with a written statement of all resident personal funds. This statement shall verify that the balance being transferred in each resident fund account is true and accurate as of the date of transfer;

d. At change of ownership, the new owner must assume responsibility for account balances turned over at the change of ownership together with responsibility for all requirements of this Section, including holding of resident's funds in trust.

505.1.3 The facility must maintain inventory records and security of all monies, property or things of value that the facility agrees to store for the resident outside of the resident's apartment or unit and that the resident has voluntarily authorized, in writing, the facility to hold in custody or exercise control over at the time of admission or any time thereafter.

505.1.4 If a responsible party or payee fails to pay an assisted living facility's charges or to provide for the resident's personal needs, the facility shall notify the Department of Human Services, Division of Aging and Adult Services, Adult Protective Services.

506 QUALITY ASSURANCE

~~The assisted living facility shall develop written policies and procedures for monitoring the quality of services provided to residents.~~ The Assisted Living Facility shall develop and maintain a quality assessment unit. The unit shall meet at least quarterly to identify issues with respect to which quality assessment and assurance activities are necessary, and to develop and implement appropriate plans of action to correct identified quality deficiencies

The quality assessment unit shall consist of the individual or individuals identified by the facility as having the ability to recognize and identify issues of quality deficiencies and to implement changes to facility and employee practices designed to eliminate identified issues of quality deficiencies.

Good faith attempts by the unit to identify and correct quality deficiencies will not be used as a basis for sanctions.

507 REPORTING SUSPECTED ABUSE, NEGLECT, OR MISAPPROPRIATION OF RESIDENT PROPERTY

Pursuant to Ark. Code Ann. §5-28-101, *et seq*. and Ark. Code Ann. § 12-12-501, *et seq*., the facility must develop and implement written policies and procedures to ensure incidents are prohibited, reported, investigated and documented as required by these regulations and by law, including:

- alleged or suspected abuse or neglect of residents;
- exploitation of residents or any misappropriation of resident property.

A facility is not required under this regulation to report death by natural causes. However, nothing in this regulation negates, waives, or alters the reporting requirements of a facility under other regulations or statutes.

Facility policies and procedures regarding reporting, as addressed in these regulations, must be included in orientation training for all new personnel/staff/employees and must be addressed at least annually during in-service training for all facility staff.

507.1 Next-Business-Day Reporting of Incidents

The following events shall be reported to the Office of Long Term Care by facsimile transmission to telephone number 501-682-8540 of the completed Incident & Accident Intake Form (Form DMS-731) no later than 11:00 a.m. on the next business day following discovery by the facility.

a. Any alleged, suspected, or witnessed occurrences of abuse, including verbal statements or gestures, or neglect to residents.

b. Any alleged, suspected, or witnessed occurrence of misappropriation of resident property or exploitation of a resident.

c. Any alleged, suspected, or witnessed occurrences of sexual abuse to residents by any individual.

In addition to the requirement of a facsimile report by the next business day on Form DMS-731, the facility shall complete a Form DMS-742 in accordance with Section 507.5. Forms DMS-731 and DMS-742 are found in the Appendix.

507.2 Incidents or Occurrences that Require Internal Reporting Only – Facsimile Report or Form DMS-742 Not Required

The following incidents or occurrences shall require the facility to prepare an internal report only and does not require a facsimile report or Form DMS-742 to be made to the Office of Long Term Care. The internal report shall include all content specified in Section 507.3, as applicable. Facilities must maintain these incident report files in a manner that allows verification of compliance with this provision.

a. Incidents where a resident attempts to cause physical injury to another resident without resultant injury. The facility shall maintain written reports on these types of incidents to document "patterns" of behavior for subsequent actions.

b. All cases of reportable disease as required by the Arkansas Department of Health.

c. Loss of heating, air conditioning, or fire alarm system for a period of greater than two (2) hours.

507.3 Internal-Only Reporting Procedure

Written reports of all incidents and accidents shall be completed within five (5) days after discovery. The written incident and accident reports shall be comprised of all information specified in forms DMS-731 and DMS-742 as applicable.

All written reports will be reviewed, initialed, and dated by the facility administrator or designee within five (5) days after discovery.

1. All reports involving accident or injury to residents will also be reviewed within five (5) days of the incident by the facility administrator.

2. The services plan portion of the occupancy admission agreement shall be reviewed by the administrator and:

    a. Shall be amended upon any change of a resident's condition or need for services;

    b. Copies of the amended versions of the resident's services plan shall be attached to the written report of the incident or accident.

Reports of incidents specified in Section 507.2 will be maintained in the facility only and are not required to be submitted to the Office of Long Term Care.

All written incident and accident reports shall be maintained on file in the facility for a period of three (3) years from the date of occurrence or report, whichever is later.

507.4 Other Reporting Requirements

The facility's administrator or designee is also required to make any other reports as required by state and federal laws and regulations.

507.5 Abuse Investigation Report

The facility must ensure that all alleged or suspected incidents involving resident abuse, exploitation, neglect, or misappropriations of resident property are thoroughly investigated. The facility's investigation must be in conformance with the process and documentation requirements specified on the Form DMS-742, and must prevent the occurrence of further incidents while the investigation is in progress.

The results of all investigations must be reported to the facility's administrator or designated representative and to other officials in accordance with state law, including the Office of Long Term Care, within five (5) working days of the facility's knowledge of the incident. If the alleged violation is verified, appropriate corrective action must be taken.

The DMS-742 shall be completed and mailed to the Office of Long Term Care by the end of the 5th working day following discovery of the incident by the facility. The DMS-742 may be amended and re-submitted at any time circumstances require.

507.6 Reporting Suspected Abuse or Neglect

The facility's written policies and procedures shall include, at a minimum, requirements specified in this section.

507.6.1 The requirement that the facility's administrator or his or her designated agent immediately reports all cases of suspected abuse or neglect of residents of an assisted living facility to the local law enforcement agency in which the facility is located as required by Ark. Code Ann. § 5-28-203(b) and as amended.

507.6.2 The requirement that the facility's administrator or his or her designated agent report suspected abuse or neglect to the Office of Long Term Care as specified in this regulation.

507.6.3 The requirement that all facility personnel/staff/employees who have reasonable cause to suspect that a resident has been subjected to conditions or circumstances that have resulted in abuse or neglect are required to immediately notify the facility administrator or his or her designated agent (this does not negate that all mandated reporters

employed by or contracted with the facility shall report immediately to the local law enforcement agency in which the facility is located as required by Ark. Code Ann. § 5-28-203(b)).

507.6.4 The requirement that, upon hiring, each facility employee be given a copy of the abuse or neglect reporting and prevention policies and procedures and sign a statement that the policies and procedures have been received and read. The statement shall be filed in the employee's personnel file.

507.6.5 The requirement that all facility personnel receive annual, in-service training in identifying, reporting and preventing suspected abuse or neglect, and that the facility develops and maintains policies and procedures for the prevention of abuse and neglect and accidents.

507.7 When the Office of Long Term Care makes a finding that a facility employee or personnel of the facility committed an act of abuse, neglect or misappropriation of resident property against a resident, the name of that employee or personnel shall be placed in the Employment Clearance Registry of the Office of Long Term Care. If the employee or personnel against whom a finding is made is a CNA, the name of the CNA will be placed in the CNA Registry of the Office of Long Term Care. Further, the Office of Long Term Care shall make report of its finding to the appropriate licensing or enforcement agencies.

508 <u>RESIDENT RECORDS</u>

508.1 The assisted living facility must maintain a separate and distinct record for each resident. The record must contain:

a. Resident's name;

b. Resident's last address;

c. Date the resident began residing at the facility;

d. Name, office telephone number, and emergency telephone number of each physician or advance practice nurse who treats the resident;

e. Name, address, and telephone number of the responsible party, or if no responsible party, the person who should be contacted in the event of an emergency involving death of the resident;

f. All identification numbers such as Medicaid, Medicare or Medipak, Social Security, Veterans Administration and date of birth;

g. Any other information that the resident requests the assisted living facility

to keep on record;

h. A copy of the resident's signed "Residents' Bill of Rights" Statement;

i. A copy of the current occupancy admission agreement that includes the resident's services plan updated within the specified time frames and transfer/discharge plan (when applicable);

j. On admission, and each time there is a change in services provided the resident, a written acknowledgement that the resident or his or her responsible party has been notified of the charges for the services provided;

k. Information about any specific health problem of the resident that might be necessary in a medical emergency. Such records should specify any medication allergies. If none, state "no known allergies";

l. A brief medical history;

m. A list of all current medications, including strength and dosage, kept by the facility for the resident;

n. Name of the resident or his or her responsible party's preferred pharmacy;

o. An entry shall be made at any time the resident's status changes or in the event of an unusual occurrence. This documentation shall include:

1. Falls;

2. Illness;

3. Physician or advance practice nurse visits;

4. Problem with staff members or others;

5. Hospitalization;

6. Physical injury sustained, whatever the circumstances;

7. Changes in the resident's mental or physical condition;

p. Copy of compliance agreement, if appropriate;

q. A copy of court orders, letters of guardianship, or power of attorney if applicable;

r. Copy of any advance directive;

s. Discharge date.

508.2 The facility must maintain the resident's records in the following manner:

a. Each resident shall have the right to inspect his or her records during normal business hours in accordance with state and federal law;

b. The facility must not disclose any resident records maintained by the facility to any person or agency other than the facility personnel, the OLTC or the Attorney General's Office except upon expressed written consent of the resident or his or her responsible party unless the disclosure is required by state or federal law or regulation;

c. Each facility must provide a locked file cabinet or locked room for keeping resident's medical, social, personal, and financial records;

d. The facility must maintain the original records in an accessible manner for a period of five (5) years following the death or discharge of a resident;

e. The original resident records shall be kept on the facility premises at all times, unless removed pursuant to subpoena.

f. In the event of a change of ownership, the resident records shall remain with the facility.

g. If the facility closes, the resident records shall be stored by the owner of the facility within the State of Arkansas for five (5) years.

h. The facility shall take reasonable actions to protect the resident records from destruction, loss, or unauthorized use.

600 ADMISSION, DISCHARGE AND TRANSFER

Ark. Code Ann. § 20-10-1005 provides for involuntary and voluntary discharges. These regulations are supplemental to the statute and if in conflict, the statute governs.

601 ADMISSIONS

601.1 Admission Criteria

The Level I assisted living facility shall not admit any resident whose needs are greater than the facility is licensed to provide. The Level I assisted living facility

shall not provide services to residents who:

a. need 24-hour nursing services except as certified by a licensed home health agency for a period of sixty (60) days with one (1) thirty (30) day extension. A copy of the licensed home health agency's plan shall be filed in the resident's record;

b. are bedridden;

c. have transfer assistance needs, including but not limited to assistance to evacuate the facility in case of emergency, that the facility cannot meet with current staffing;

d. present a danger to self or others or engage in criminal activities.

~~e. require medication administration to be performed by the facility.~~

601.2 Pre-Admission Evaluation

Each applicant shall receive an initial evaluation completed by the facility prior to admission to determine whether the resident's needs can be met by the assisted living facility, and the resident's needs are not greater than the facility is licensed to provide.

601.3 Occupancy Admission Agreement

Prior to or on the day of admission, the assisted living facility and the resident or his or her responsible party shall enter into an occupancy admission agreement. For admissions due to emergency circumstances, an individual shall enter into the assisted living facility as a provisional placement with an occupancy admission agreement between the assisted living facility and the individual or his or her responsible party in place within thirty (30) calendar days of admission if it is determined the individual is appropriate for admission into the assisted living facility. The agreement shall be in writing and shall be signed by both parties. Each resident or his or her responsible party, prior to the execution of the occupancy admission agreement, shall have an opportunity to read the agreement. In the event that a resident or his or her responsible party is unable to read the agreement, necessary steps shall be taken to ensure communication of its contents to the resident or his or her responsible party. The resident or his or her responsible party shall be given a signed copy of the agreement, and a copy signed by the resident or his or her responsible party, and assisted living facility shall be retained in the resident's record. The occupancy admission agreement shall include, at a minimum, the following:

a. Basic core services that the assisted living facility shall provide including, but not limited to:

1. 24-hour staff supervision by awake staff. Provided, however, that the phrase *24-hour staff supervision* does not require continuous, uninterrupted visual monitoring, and does not place any responsibility with the facility for the conduct of a resident who is away from the facility. This definition does not mean, and is not intended to imply, that a facility is not responsible for any resident who has eloped, as that term is defined in these regulations;

2. Assistance in obtaining emergency care 24-hours a day. This provision may be met with an agreement with an ambulance service or hospital or emergency services through 911;

3. Assistance with social, recreational and other activities;

4. Assistance with transportation (this does not include the provision of transportation;

5. Linen service;

6. 3 meals a day;

~~7. Medication assistance (to the extent permitted under the Nurse Practice Act and interpretations thereto by the Arkansas Board of Nursing) or monitoring.~~

b. Additional Services:

1. Services identified by the resident or his or her responsible party that are not included in the assisted living facility's core services (see Section 601.3(a) for basic core services) but are available in the facility on an additional fee basis (see Section 700.1.3, Section 700.2.3, Section 700.3.3 and Section ~~902~~903(i) for examples of services on an additional fee basis) for which the resident or his or her responsible party must sign a request that acknowledges the additional cost and the services provided in the facility for that additional cost;

2. Arrangements for other services identified as needed by the resident or his or her responsible party but are not available in the assisted living facility;

c. Health Care Services:

Health care services identified as needed by the resident or his or her responsible party that are being received through a licensed home health

agency. A copy of the home health agency's plan shall be filed in the resident's record;

d. Parameters for pets to include behavior and health;

e. A current statement of all:

1. Fees,

2. Daily, weekly or monthly charges,

3. Any other services that are available on an additional fee basis for which the resident or his or her responsible party must sign a request acknowledging the additional cost and the services provided for that charge;

All fees that a resident will be billed (basic core and other fees) shall be disclosed in writing to the resident and made a part of the occupancy admission agreement prior to the receipt of the services. If no prior agreement is obtained, the services may not be billed to the resident or the resident's responsible party.

f. A statement that residents or their responsible parties shall be informed, in writing, at least thirty (30) days prior to general rate changes;

g. The refund policy that addresses refund of advance payment(s) in the event of transfer, death, or voluntary or involuntary discharge. The facility shall ensure, and the policy shall include, as a minimum, the following:

1. For a fourteen-day (14) period beginning on the date of entry into a facility, the resident or his or her responsible party shall have the right to rescind any contractual obligation into which he or she has entered and receive a full refund of any moneys transferred to the facility. If the resident entered the facility and received some benefit therefrom, the charges of the services provided shall be prorated and payment made only for the benefits conferred prior to the refund;

2. In the event of discharge for medical reasons, the refund policy must address the resident's need to maintain on-going medical care and services, and for that reason, refunds shall be on a pro-rata basis regardless of income source;

3. If, after the expiration of the fourteen-day (14) period referenced in Section 601.3(g)(1) above, the resident or his or her responsible

party provides a ten (10) day notice, any applicable refund shall be available the day the resident is discharged from the facility. If the resident or his or her responsible party does not provide a ten (10) day notice, any applicable refund will be available within ten (10) days of the resident's departure;

h. Procedure for nonpayment of fees;

i. Whether the resident or his or her responsible party chooses to ask the facility to accept responsibility for the resident's personal funds;

j. Whether the resident shall assume responsibility for his own medication;

k. The resident or his or her responsible party's authorization and consent to release medical information as needed;

l. Provisions for the continuous assessment of the resident's needs, referral for appropriate services as may be required if the resident's condition changes and referral for transfer or discharge if required due to a change in the resident's condition;

m. A statement that a resident may not be required to perform services for the assisted living facility except as provided for in the occupancy admission agreement or a subsequent written agreement. A resident and the assisted living facility may agree in writing that a resident will perform certain activities or services in the facility if the resident volunteers or is compensated at or above prevailing rates in the community. If a resident is compensated for performance of certain activities to which the resident and the facility agree, the resident shall have to undergo a criminal record check;

n. Conditions under which emergency transfers or discharges shall be made and procedures for handling such transfers or discharges;

o. Conditions or events resulting in termination of the occupancy admission agreement;

p. Resident's or his or her responsible party's responsibilities;

q. Written documentation of the resident's or his or her responsible party's preference regarding the formulation of an Advance Directive in accordance with Arkansas law. If applicable, a copy of the resident's Advance Directive shall be available;

r. Copy of Compliance Agreement (if applicable);

s. Other information as may be appropriate.

601.4 Retention Conditions

Pursuant to Act 1230 of 2001, Section 4 (c), no resident shall be permitted to remain in an assisted living facility if the resident's condition requires twenty-four (24) hour nursing care or other services that an assisted living facility is not authorized by law to provide. Further, this prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement. Subject to the foregoing restriction, an assisted living facility may retain a resident who becomes incompetent or incapable of recognizing danger, summoning assistance, or expressing need ~~or making care decisions~~ provided that the facility ensures all of the following:

a. That adequate oversight, protection and services are provided for the person;

b. That the resident has a guardian or has an agent with a current power of attorney, regardless of whether it is durable, for health care or both. The power of attorney for health care must substantially cover the person's areas of incapacity to meet the requirement of this subsection;

c. That both the service agreement and compliance agreement, if required, is signed by the guardian and the health care agent or the agent with power of attorney, if any; and

d. The retention is for a period of no more than ninety (90) days, with no more than a total of two (2) ninety (90) day periods for a single resident in any continuous twelve (12) month period.

602 INVOLUNTARY TRANSFER OR DISCHARGE OF RESIDENT

Except in cases of provisional placements, in the event of the involuntary transfer or discharge of a resident, the assisted living facility shall:

a. Discuss with the resident the decision to transfer or discharge the resident;

b. Inform the resident of the reason for the transfer or discharge;

c. Inform the resident of any available alternative to the transfer or discharge;

d. Provide a thirty (30) day written notice of transfer or discharge, unless an immediate discharge is required to ensure the welfare of the resident or the welfare of other residents may be immediately affected or the conditions found in Ark. Code Ann. §20-10-1005(a)(1) exists. The written notice

shall contain, at a minimum:

1. The reason or reasons for the transfer or discharge;

2. A statement of the resident's right of appeal;

3. A statement that an appeal must be made to the Office of Long Term Care;

4. A statement that the notice of appeal must be made within seven (7) calendar days of the written notice of transfer or discharge to the resident.

e. In the event an immediate transfer or discharge is required pursuant to the conditions set forth in Section 602(d), the assisted living facility shall advise the resident or his or her responsible party, and immediate arrangements shall be made based on the written occupancy admission agreement to transfer or discharge such resident to an appropriate facility.

f. Where there is no responsible party or the responsible party is unwilling to act, the assisted living facility shall notify the Department of Human Services' Adult Protective Services for the county in which the assisted living facility is located and other appropriate agencies when transfer assistance is needed.

g. Provide a copy of pertinent information that must include:

1. Identifying information including social security number and Medicaid number if there is one, date of birth;

2. Responsible party contact information;

3. Summary of needs/problems;

4. Social history, if available.

h. Refund to the resident or his or her responsible party any security deposit, less appropriate deductions for damage or specific charges made to the assisted living facility by or on behalf of the resident.

i. Document in the resident's file the reasons for the transfer or discharge. Prior to making such transfer or discharge, the assisted living facility shall:

1. Develop a transfer or discharge plan consistent with the occupancy admission agreement;

2. Document in the resident's file the following:

   A. The reason for the transfer or discharge;

   B. The strategies used, if any, to prevent involuntary transfer or discharge;

   C. The fact that the resident or his or her responsible party was informed and the manner in which they were informed;

   D. The name, address, and telephone number of the individual or location to which the resident is to be transferred or discharged.

j. If it is determined that there is a medical need for a transfer to another health care facility because the assisted living facility cannot meet the resident's needs, such transfers shall be initiated promptly. The administrator shall be notified and shall ensure:

   1. That the resident is receiving appropriate care prior to transfer or discharge;

   2. That discharge or transfer occurs in a manner consistent with the medical needs of the resident including arrangements for appropriate transportation.

602.1 Conditions of Termination of the Occupancy Admission Agreement

Pursuant to Act 1230 of 2001, Section 4 (c), no resident shall be permitted to remain in an assisted living facility if the resident's condition requires twenty-four (24) hour nursing care or other services that an assisted living facility is not authorized by law to provide. See also Section 601.1. Further, this prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement. Subject to the foregoing, supplemental services may be provided as an alternative to termination. In no event shall an assisted living facility terminate an occupancy admission agreement if the resident or his or her responsible party arranges for the needed services and any unmet needs. Supplemental services may be provided by the resident's family, facility staff or private duty staff as agreed to between the resident and the facility. The occupancy admission agreement shall not be terminated except under one of the following conditions:

a. By written notification by either party giving the other party thirty (30) calendar days written notice, provided, however, that if an emergency condition exists whereby the continued residency of the resident will constitute immediate jeopardy, a direct threat or the substantial risk of

serious harm, serious injury, impairment or death to other residents, the facility may immediately discharge the resident. In such cases, the facility shall document the nature of the emergency and the reasons why it could not permit the continued residency of a resident, and shall provide a written statement of discharge containing the reason for the discharge, and stating the right and method to appeal the discharge;

b. The resident's mental or physical condition deteriorates to a level requiring services that cannot be provided in a Level I assisted living facility;

c. The resident's condition requires twenty-four (24) hour nursing care as defined in Section 300;

d. The resident's behavior or condition poses an immediate threat to the health or safety of self or others;

e. The resident or his or her responsible party refuses to cooperate in an examination by a physician or advance practice nurse or licensed psychologist of his or her own choosing to determine the resident's health or mental status for the purpose of establishing appropriateness for retention or termination;

f. The resident's fees have not been paid, provided the resident or his or her responsible party was notified and given thirty (30) days to pay any deficiency;

g. The resident or his or her responsible party refuses to enter into a negotiated compliance agreement, refuses to revise the compliance agreement when there is a documented medical reason for the need of a negotiated compliance agreement or revision thereto, or refuses to comply with the terms of the compliance agreement (See Section 704, Compliance Agreements);

h. Other written conditions as may be mutually established between the resident or his or her responsible party and the assisted living facility at the time of admission or any time thereafter.

603 BILL OF RIGHTS

603.1 Residents' Bill of Rights

1. Each assisted living facility must post the Residents' Bill of Rights, as provided by the Department, in a prominent place in the facility. The Residents' Bill of Rights must prominently display the toll-free number for contacting the Office of Long Term Care and filing a complaint, or the

facility must post the number and its purpose beside the Residents' Bill of Rights. Further, the facility shall prominently display the contact information for the State ombudsman's office. A copy of the Residents' Bill of Rights must be given to each resident in a manner and form comprehendible to the resident or his or her responsible party.

2. A resident has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws and regulations of this state and the United States except where lawfully restricted. The resident has the right to be free of interference, coercion, discrimination, or reprisal in exercising these civil rights.

3. In addition to the provisions of Section 603.1(1)(2), each resident in the assisted living facility has the right to, and the facility shall ensure that residents shall:

   A. Be free from physical or mental abuse, including corporal punishment;

   B. Be permitted to participate in activities of social, religious, or community groups unless the participation interferes with the rights of others;

   C. Be provided a schedule of individual and group activities appropriate to individual resident needs, interests and wishes;

   D. Be, at a minimum, provided:

      (i.) In-house activities and programs, the character and scope of which shall be disclosed to potential residents or their responsible parties in writing as part of the application process;

      (ii.) Group recreation and socialization;

   E. Not be prevented in any way from the practice of the religion of the resident's choice. The assisted living facility shall not be expected to participate or facilitate the practice of religion beyond arranging or coordinating transportation to the extent possible;

   F. Be treated with respect, kindness, consideration, and recognition of his or her dignity and individuality, without regard to race, religion, national origin, sex, age, disability, marital status, sexual orientation or source of payment. This means that the resident:

      (i.) has the right to make his or her own choices regarding

personal affairs, care, benefits, and services,

(ii.) has the right to be free from abuse, neglect, and exploitation, and

(iii.) if protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of his or her affairs to the extent permitted by law;

G. Be provided a safe and appropriate living environment;

H. Not be confined to his or her apartment or bed;

I. Not be prohibited from communicating in his or her native language with other residents or personnel/staff/employees;

J. Be permitted to complain about the resident's care or treatment. The complaint may be made anonymously or communicated by a person designated by the resident. The provider must promptly respond to resolve the complaint. The provider must not discriminate or take any punitive, retaliatory, or adverse action whatsoever against a resident who makes a complaint or causes a complaint to be made;

K. Be allowed to receive and send unopened mail, and the provider must ensure that the resident's mail is sent and delivered promptly;

L. Be allowed communication, including personal visitation with any person of the resident's choice, including family members, representatives of advocacy groups, and community service organizations;

M. Be allowed to make contacts with the community and to achieve the highest level of independence, autonomy, and interaction with the community of which the resident is capable;

N. Be allowed to manage his or her financial affairs. The resident may authorize in writing another person to manage his or her money. The resident may choose the manner in which his or her money is managed, including a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, as desired by the resident. The resident or his or her responsible party must be given, upon request of the resident or his or her responsible party, but at least quarterly, an accounting of financial transactions made on his or her behalf by

the facility should the facility accept his or her written delegation of this responsibility to the facility in conformance with state law. Further, if a facility agrees to manage residents' funds, the facility shall indemnify and hold harmless the resident from any loss of or theft of funds;

O. Be allowed access to the resident's records. Resident records are confidential and may not be released without the resident's or his or her responsible party's consent unless the release without consent is required by law;

P. Have the right and be allowed to choose and retain a personal physician or advance practice nurse;

Q. Participate in the development of the individual services plan portion of his or her occupancy admission agreement that describes the resident's services and how the needs will be met;

R. Be given the opportunity to refuse medication assistance or monitoring after the resident or his or her responsible party:

(i.) is advised by the person providing medication assistance or monitoring of the possible consequences of refusing medication assistance or monitoring, and

(ii.) acknowledges that he or she understands the consequences of refusing medication assistance or monitoring;

S. Be allowed unaccompanied access to a telephone;

T. Have privacy while attending to personal needs, and a private place for receiving visitors or associating with other residents, unless providing privacy would infringe on the rights of other residents. The right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils;

U. If married, have the right to share an apartment or unit with his or her spouse even if the spouse is not receiving services through the assisted living facility. In the case of two consenting adults, if one or both is receiving services through the assisted living facility, the couple shall have the right to share an apartment or unit;

V. Be allowed to retain and use personal possessions, including, but not limited to, clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and

safety of other residents;

W. Be allowed to determine his or her dress, hairstyle, or other personal effects according to individual preference, except the resident has the responsibility to maintain personal hygiene;

X. Be allowed to retain and use personal property in his or her immediate living quarters and shall have a lockable apartment or unit door;

Y. Be allowed to refuse to perform services for the facility;

Z. Be informed by the assisted living facility no later than the 30th day after admission:

(i.) whether the resident is entitled to benefits under Medicare or Medicaid, and

(ii.) which items and services are covered by these benefits, including items or services for which the resident may not be separately charged;

AA. Residents are discharged or transferred in conformity with Ark. Code Ann § 20-10-1005 and the provisions governing transfer and discharge in these regulations.

BB. Be allowed to immediately leave the assisted living facility, either temporarily or permanently, subject to contractual or financial obligations as specified in Section 601.3(g);

CC. Have access to the services of a representative of the State Long Term Care Ombudsman Program, Arkansas Department of Human Services, Division of Aging and Adult Services;

DD. Be allowed to execute an advance directive or designate a guardian in advance of need to make decisions regarding the resident's health care should the resident become incapacitated.

EE. Receive reimbursement from the facility for any lost, ~~misappropriation~~ misappropriated, or destroyed property or funds, when the loss, misappropriation, or destruction, occurs at a time in which the facility was exercising care or control over the funds or properties, including loss or destruction of residents' property that occurs during laundering or cleaning of the facility, the resident's room, or the resident's property, excluding normal wear and tear.

700 SERVICES

An assisted living facility shall provide, make available, coordinate, or contract for services that meet the care needs identified in the services plan portion of residents' occupancy admission agreements, to meet unscheduled care needs of residents, and to make emergency assistance available 24 hours a day, all in a manner that does not pose an undue hardship on residents. An assisted living facility shall respond to changes in residents' needs for services by revising the services plan portion of residents' occupancy admission agreements and, if necessary, by adjusting its staffing plan or contracting for services from other providers. If non-residents utilize services of the assisted living facility, it must occur in a manner that does not unduly disturb residents or deprive residents of timely access to services.

Services are provided according to the services plan portion of residents' occupancy admission agreements, and may include, but are not limited to, homemaker, attendant care, and medication oversight to the extent permitted under State law. Services include 24-hour response staff to meet residents' needs in a way that promotes maximum dignity and independence and provides supervision, safety and security. Other individuals or agencies may furnish care directly or under arrangements with the assisted living facility. Such care shall be supplemental to the services provided by the assisted living facility and does not supplant, nor may be substituted for, the requirements of service provisions by the facility.

Services are furnished to a person who resides in his or her own apartment or unit that may include dually occupied units when both occupants consent to the arrangement. Each apartment or unit shall be of adequate size and configuration to permit residents to perform, with or without assistance, all the functions necessary for independent living, including sleeping; sitting; dressing; personal hygiene; storing, preparing, serving and eating food; storage of clothing and other personal possessions; doing personal correspondence and paperwork and entertaining visitors. ~~Routines of care~~ Care provision and service delivery must be resident-driven to the maximum extent possible and treat each person with dignity and respect. Care must be furnished in a way that fosters the independence of each resident.

Occasional or intermittent guidance, direction or monitoring, or assistance with activities of daily living and social activities and transportation or travel, as defined in these regulations, for residents to keep appointments for medical, dental, social, political or other services or activities shall be made available to residents.

The resident may be assisted in making arrangements to secure community based health or other professional services, examinations and reports needed to maintain or document the maintenance of the resident's health, safety and welfare.

700.1 Housekeeping and Maintenance

700.1.1 Each assisted living facility shall establish and conduct a housekeeping and maintenance program, to ensure the continued maintenance of the facility in good repair, to promote good housekeeping procedures, and to ensure sanitary practices throughout the facility.

700.1.2 The facility shall have full responsibility to clean and maintain all common areas and shall make no additional charge to the resident or third parties, including Medicaid, for such services. The facility shall ensure that each resident or staff person maintains the residents' living quarters in a safe and sanitary condition. If the resident declines housekeeping services, the resident's apartment or unit shall not impact negatively on other apartments or units or common areas (e.g., odors, pests).

700.1.3 For those residents who do not wish to clean their own apartment or unit, the facility shall include this service as part of the service package either for free, or for an additional fee basis and indicate such in the occupancy admission agreement.

700.1.4 Each assisted living facility, in addition to meeting applicable fire and building codes, shall meet the following housekeeping and maintenance requirements:

a. All areas of the facility shall be kept clean and free of lingering odors, insects, rodents and trash;

b. Each resident's apartment or unit shall be cleaned before use by another resident;

c. Corridors shall not be used for storage;

d. Attics, cellars, basements, below stairways, and similar areas shall be kept clean of refuse, old newspapers and discarded furniture;

e. Polish used on floors shall provide a non-slip finish;

f. The building(s) and grounds shall be maintained in a clean, orderly condition and in good repair;

g. The interior walls, ceilings and floors shall be clean. Cracked plaster, peeling wallpaper or paint, missing or damaged tiles and torn or split floor coverings shall be promptly and adequately repaired or replaced;

h. Electric systems, including appliance, cords, and switches, shall be maintained in compliance with state and local codes;

i. Plumbing and plumbing fixtures shall be maintained in compliance with state plumbing and gas codes governing them at the time of construction or as applicable due to renovations;

j. Ventilation, heating, air conditioning and air changing systems shall be properly maintained. All HVAC and gas systems shall be inspected at least every 12 months to ensure safe operation. Inspection certificates, where applicable, shall be maintained for review;

k. The building(s), grounds and support structures shall be free of breeding areas for flies, other insects and rodents;

l. Entrances, exits, steps, and outside walkways shall be maintained in safe condition, including removing or treating snow and ice within a reasonable amount of time of its accumulation;

m. Repairs or additions shall meet current codes.

700.2 Linen and Laundry Services

700.2.1 Each assisted living facility shall offer laundry facilities or services to its residents.

700.2.2 Each assisted living facility shall meet the following laundry service requirements:

a. Each assisted living facility shall have laundering facilities unless commercial laundries are used. The laundry shall be located in a specifically designed area that is physically separate and distinct from residents' rooms and from areas used for dining and food preparation and service. There shall be adequate rooms and spaces for sorting, processing and storage of soiled material. Laundry rooms shall not open directly into resident care area or food service area. Domestic washers and dryers that are for the use of residents may be provided in resident areas, provided they are installed in such a manner that they do not cause a sanitation problem or offensive odors.

b. Laundry dryers shall be properly vented to the outside;

c. The laundry room shall be cleaned after each day's use to prevent lint accumulation and to remove clutter;

d. Portable heaters or stoves, or either of them, shall not be used in the laundry area;

e. The laundry room shall be well-lighted and vented to the outside by either power vents, gravity vents or by outside windows;

f. When facility staff is performing laundry duties for the entire facility, resident's clothing, kitchen linens, and bed linens shall be washed separately. If linens, including washable blankets, are not washed at a minimum temperature of 150 degrees Fahrenheit, a disinfecting agent shall be used.

g. The facility shall be responsible, as part of the services required under the basic charge, for providing laundry services on all linens and supplies owned by the facility.

700.2.3 For those residents who do not wish to launder their own personal items, the facility shall include this service as part of the service package. The facility may provide this service for free, or for an additional fee basis, and indicate as such in the occupancy admission agreement.

700.3 Dietary Services

700.3.1 Required Facility Dietary Services

700.3.2 As part of the basic charge, each assisted living facility must make available food for three (3) balanced meals, as specified in Section 601.3 (a)(6), and make between-meal snacks available. Potable water and other drinking fluids shall be available at all times. Meals shall be served at approximately the same time each day. There shall be no more than five (5) hours between breakfast and lunch and no more than seven (7) hours between lunch and the evening meal. Variations from these stated parameters may be permitted at the written request of the resident or his or her responsible party or as directed by the resident's personal physician or advance practice nurse in writing. The facility shall retain documentation stating the reason for the variance.

700.3.3 For those residents who wish to have meals served in his or her apartment or unit, the facility shall include this service as part of the service package, either for free, or for an additional fee basis, and indicate as such in the occupancy admission agreement.

700.3.4 In the event that a resident is unable or unwilling to consume regular meals served to him or her for more than two (2) consecutive days, the facility shall immediately notify the resident's personal physician or

advance practice nurse and take appropriate action to ensure the physician or advance practice nurse's instructions are implemented. If a resident chooses not to consume regular meals, it must be documented in the resident's service plan portion of the occupancy admission agreement. In the event that the resident refuses to provide a written statement, the facility shall document the refusal, as well as all contact with the resident's personal physician or advance practice nurse regarding the resident's refusal to eat.

700.3.5 A supply of food shall be maintained on the premises at all times. This shall include at least a 24-hour supply of perishable food and a three (3)-day supply of non-perishable food. The food supply shall come from a source approved by the State Department of Health. Assisted living facilities attached to other licensed long term care facilities may utilize the kitchen facilities of the attached long term care facility, however, the assisted living facility shall ensure that the kitchen facilities so utilized are adequate to meet the needs of the residents of the assisted living facility.

700.3.6 Dietary personnel/staff/employees shall wear clean clothing and hair coverings.

700.3.7 Each facility shall comply with all applicable regulations relating to food service for sanitation, safety, and health as set forth by state, county, and local health departments.

700.3.8 Food service personnel/staff/employees shall ensure that all food is prepared, cooked, served, and stored in such a manner that protects against contamination and spoilage.

700.3.9 The kitchen and dining area must be cleaned after each meal.

700.3.10 An adequate supply of eating utensils (e.g., cups, saucers, plates, glasses, bowls, and flatware) will be maintained in the facility's kitchen to meet the needs of the communal dining program. An adequate number of pots and pans shall be provided for preparing meals. Eating utensils shall be free of chips or cracks.

700.3.11 Each assisted living facility shall have adequate refrigeration and storage space. An adequately sized storage room shall be provided with adequate shelving. The storage room shall be constructed to prevent the invasion of rodents, insects, sewage, water leakage or any other contamination. The bottom shelf shall be of sufficient height from the floor to allow cleaning of the area underneath the bottom shelf.

700.3.12 Refrigerator temperature shall be maintained at 41 degrees Fahrenheit or below, and freezer temperatures shall be maintained at 0 degrees

Fahrenheit or below. Thermometers will be placed in each refrigerator and freezer.

700.3.13 Raw meat and eggs shall be separated from cooked foods and other foods when refrigerated. Raw meat is to be stored in such a way that juices do not drip on other foods.

700.3.14 Fresh whole eggs shall not be cracked more than 2 hours before use.

700.3.15 Hot foods should leave the kitchen (or steam table) above 140 degrees Fahrenheit and cold foods at or below 41 degrees Fahrenheit.

700.3.16 Containers of food shall not be stored on the floor of a walk-in refrigerator, freezer, or storage rooms. Containers shall be seamless with tight-fitting lids and shall be clearly labeled as to content.

700.3.17 In facilities that have a residential type kitchen, a five (5)-lb. ABC fire extinguisher is required in the kitchen. In facilities that have commercial kitchens with automatic extinguishers in the range hood, the portable five (5)-lb. fire extinguisher must be compatible with the chemicals used in the range hood extinguisher. The manufacturer recommendations shall be followed.

700.3.18 Food scraps shall be placed in garbage cans with airtight fitting lids and bag liners. Garbage cans shall be emptied as necessary, but no less than daily.

700.3.19 Leftover foods placed in the refrigerator shall be sealed, dated, and used or disposed of within 48 hours.

700.3.20 Personnel/staff/employees shall not use tobacco, in any form while engaged in food preparation or service, nor while in areas used for equipment or utensil washing, or for food preparation.

700.3.21 Menus shall be posted on a weekly basis. The facility shall retain a copy of the last month's menus.

700.3.22 Therapeutic diets shall be planned by a licensed dietician. The dietician should review any dietetic changes.

700.3.23 ~~Each assisted living facility shall meet the requirements for dietary manager as outlined in Ark Code Ann. §20-10-108.~~ Each assisted living facility shall make available a dietary manager, who is certified as required by law or regulation, to prepare nutritionally balanced meal plans in consultation with staff and residents or their responsible parties.

701 ~~PERSONAL~~ DIRECT CARE SERVICES

~~Personal~~ Direct care services directly help a resident with certain ~~routines and~~ activities of daily living such as assistance with mobility and transfers; hands-on or cuing assistance to a resident to ~~consume~~ eat meals or food, grooming, shaving, trimming or shaping fingernails and toenails, bathing, dressing, personal hygiene, bladder and bowel requirements, including incontinence; and assistance with medication only to the extent permitted by the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing. The assisted living facility shall ensure the resident receives ~~personal~~ direct care services in accordance with the services plan portion of the occupancy admission agreement. ~~Personal~~ Direct care services needs of all residents in the facility shall be reviewed at least annually, and the services plan portion of the occupancy admission agreement revised, if necessary. Revision of the services plan portion of the occupancy admission agreement shall be revised within fourteen (14) days upon any significant enduring change to the resident.

702 HEALTH CARE SERVICES

The assisted living facility shall ensure that the resident receives health care services under the direction of a licensed home health agency when services are needed on a short-term basis. A copy of the home health agency's plan shall be filed in the resident's record.

702.1 Medications

702.1.1 Administration

702.1.1.1 Each assisted living facility must have written policies and procedures to ensure, and facilities must ensure, that residents receive medications as appropriate. In-service training on facility medications policies and procedures (see Section 504.4(b)(1) and Section 504.4.1) shall be provided at least annually for all facility personnel/staff/employees supervising.

702.1.1.2 Facilities must comply with applicable state laws and regulations governing the administering of medications and restrictions applicable to non-licensed personnel/staff/employees. The facility owner(s), personnel/staff/employees or others acting on behalf of the facility are prohibited from administering, repackaging or relabeling any resident medication; provided, however, that administration of medication may be performed to the extent permitted by the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing.

702.1.1.3 The facility shall document in the resident's record whether the resident or the facility is responsible for storing the resident's medication.

702.1.1.4 Residents must be familiar with their medications and comprehend administration instructions. Facility staff shall provide assistance to enable residents to self-administrator medications. For clarification, examples for acceptable practices related to an unlicensed facility staff person assisting with the self-administration of oral medication are listed below:

a. The medication regimen on the container label may be read to the resident;

b. A larger sterile or disposable container may be provided to the resident if needed to prevent spillage. The containers shall not be shared by residents;

c. The resident may be reminded of the time to take the medication and be observed to ensure that the resident follows the directions on the container;

d. Facility staff may assist the resident in the self-administration of oral medication by taking the medication in its container from the area where it is stored and handing the container with the medication in it to the resident. In the presence of the resident, facility staff may remove the container cap or loosen the packaging. If the resident is physically impaired but cognitively able (has awareness with perception, reasoning, intuition and memory), facility staff, upon request by or with the consent of the resident, may assist the resident in removing oral medication from the container and in taking the medication. If the resident is physically unable to place a dose of oral medication in his or her mouth without spilling or dropping it, facility staff may place the dose of medication in another container and place that container to the mouth of the resident.

702.1.1.5 Changes in dosage or schedule of the medication shall be made only upon the authorization of the resident's attending physician or advance practice nurse. Any such authorization shall be documented by the facility in the resident's record.

702.1.2 <u>Medication Storage</u>

702.1.2.1 Medication stored for residents by the facility must be stored in a locked area in individual compartments or bins labeled with the resident's name.

702.1.2.2 ~~Medications may be kept in the resident's apartment or unit. Residents who keep medications in their apartments or units must demonstrate to facility staff that they are capable of understanding and following~~

~~instructions on the prescription or label, and the facility shall document in the resident's record the manner by which the resident demonstrated the ability or capability of understanding and following the instructions on the prescription or label, the identity of the staff person to whom the demonstration was made, and the date and time of the demonstration. Further, any medications stored in a resident's apartment or unit must be stored in a locked, secure place such as a locked drawer or locked cabinet that has been provided by the assisted living facility that is sufficient to prevent other residents from accessing the medications.~~

Medications may be kept in the residents' apartments or units. Prior to a resident being permitted to keep medications in his or her apartment or unit, the facility shall:

a. Assess the resident to determine the resident's understanding of, and ability to follow, the instructions on the prescription or label, and the understanding of and ability to follow storage requirements or recommendations on the prescription or label, or as made by the pharmacist or facility employees;

b. Document the assessment in the resident's records. The assessment shall include at a minimum:

   1. Date of assessment;

   2. Name of person performing assessment; and,

   3. The information obtained by the assessment that indicated the resident's ability to understand and follow prescription or label directions and instructions;

c. Assess all residents to determine whether any resident may be at risk of taking, or introducing into their system, medications kept in the room of another resident. In the event that any resident is found to be at risk due to medications being kept in an unsecured room, the facility shall take actions to protect the resident, including but not limited to, requiring that medications be kept in a locked container in residents' rooms or that the rooms of residents keeping medication in their rooms be locked.

After the initial assessment, facilities shall perform reassessments as needed, including upon changes of conditions of residents, and shall perform the steps outlined in subsections (a) through (c), above. Failure to assess or reassess, or to identify residents at risk of harm from medications in unsecured locations or rooms, shall constitute a deficient facility practice. Resulting harm from a failure to assess or reassess, or to identify

residents at risk of harm from medications in unsecured locations or rooms, shall constitute a deficient facility practice.

702.1.2.3 Medications must be stored in an environment that is clean, dry and not exposed to extreme temperature ranges. Medications requiring cold storage shall be refrigerated. A locked container placed below food level in a facility's refrigerator is acceptable storage. All drugs on the premises of the facility shall be labeled in accordance with accepted professional principles and practices, and shall include the appropriate accessory and cautionary instructions, and the expiration date.

702.1.2.4 Prescriptive medications must be properly labeled in accordance with current applicable laws and regulations pertaining to the practice of pharmacy.

702.1.2.5 ~~Expiration dates must be checked monthly on all medications (prescriptive and over-the-counter) kept by the facility. Expired drugs shall be removed and disposed of by the facility in conformity with applicable law and regulations.~~ All medications in the control or care of the facility shall have an expiration date that is not expired.

702.1.2.6 Medications must be individually labeled with the resident's name and kept in the original container unless the resident or responsible party transfers the medication into individual dosage containers. Under no circumstances may an owner or personnel/staff/employee of the facility repackage medication.

702.1.2.7 Any medication that is stored by the facility that has been prescribed for but is no longer in use by a resident must be destroyed or disposed of in accordance with state law or may be given to the resident's family in accordance with this section.

Scheduled II, III, IV and V drugs that are stored for residents by the facility that are no longer needed by the resident must be delivered in person or by registered mail to: Drug Control Division, Arkansas Department of Health, along with the Arkansas Department of Health's Form (PHA-DC-1) Report of Drugs surrendered for Disposition According to Law. When unused portions of controlled drugs go with a resident who leaves the facility, the person who assumes responsibility for the resident and the person in charge of the medications stored for residents by the facility shall sign the Controlled Drug Record in the facility. This shall be done only on the written order of the physician or advance practice nurse and at the time that the resident is discharged, transferred or visits home.

All other medications not taken out of the facility when the resident leaves

the facility shall be destroyed or returned in accordance with law and applicable regulations.

702.1.2.8 Under no circumstance will one resident's medication that is under the facility's control be shared with another resident.

702.1.2.9 For all medication that is stored by the facility, the facility must remove from use:

1. Outdated or expired medication or drugs;
2. Drug containers with illegible or missing labels;
3. Drugs and biologicals discontinued by the physician or advance practice nurse.

All such medications shall be destroyed or returned in accordance with law and applicable regulations.

702.1.2.10 All controlled drugs or substances stored by the facility shall be stored in a locked, permanently affixed, substantially constructed cabinet within a locked room designed for the storage of drugs.

702.1.2.11 In cases in which the facility destroys drugs, destruction shall be made by the administrator, on-site manager or a responsible staff person and witnessed by at least one other employee. A record shall be made of the date, quantity, prescription number and name, resident's name, and strength of the medication. Destruction shall be by means of incineration, garbage disposal or flushing of the medication down a commode, and must comply with state laws and regulations governing the destruction of drugs. The record of the destruction shall be recorded in a bound ledger, in ink, with consecutively numbered pages, and retained by the facility as a permanent, retrievable record.

702.1.3 <u>Medication Charting</u>

702.1.3.1 If a facility stores a resident's medications, the facility shall maintain a list of those medications that must be maintained in the resident's record.

702.1.3.2 If the facility stores and supervises a resident's medication, a notation must be made on the individual record for each resident who refuses, either through affirmative act, omission, or silence, or is unable, to self-administer his or her medications. The notation shall include the date, time and dosage of medication that was not taken, including a notation that the resident's attending physician or advance practice nurse was notified, as required by physician or advance practice nurse's orders.

702.1.3.3 For facilities providing assistance or monitoring medications, if

medications are prescribed to be taken as needed (PRN) by the resident, documentation in the resident's file should list the medication, the date and time received by the resident and the reason given.

702.1.3.4 When a dose of a controlled drug that is stored for a resident by the facility is dropped, broken or lost, two (2) employees shall record in the record the facts of the event, and sign or otherwise identify themselves for the record. One of the employees shall be the administrator or on-site manager.

702.1.3.5 For all medications stored for residents by the facility, there shall be a weekly count of all Scheduled II, III, IV and V controlled medications. The count shall be made by the person responsible for storage of medications for residents in the facility, and shall be witnessed by at least one other employee. The count shall be documented by both employees, and shall include the date and time of the event, a statement as to whether the count was correct, and if incorrect, an explanation of the discrepancy. When the count is incorrect, the facility shall document as required under Section 702.1.3.4 above.

702.1.4 Cycle Fill and Change of Condition

Medications that are stored by the facility for residents may be cycle filled. Only oral solid medications may be cycle-filled. Provided, however, that if an oral solid medication meets one of the categories below, then that oral solid medication may not be cycle-filled.

a. PRN or "as needed" medications
b. Controlled drugs (CII – CV)
c. Refrigerated medications
d. Antibiotics
e. Anti-infectives

An assisted living facility shall notify the pharmacy in writing of any change of condition or circumstance that affects the medication status of a resident. For purposes of this section, *change of condition or circumstance* includes death, discharge or transfer of a resident, change of pharmacy, as well as medical changes of condition or circumstance that necessitate a change to the medication prescribed or the dosage given. The notification shall be made within twenty-four (24) hours of the change of condition or circumstance. If the notification would occur after 4:30 p.m. Monday through Friday, or would occur on a weekend or holiday, the facility shall notify the pharmacy by no later than 11:00 a.m. the next business day. Documentation for drugs ordered, changed or discontinued shall be retained by the facility for a period of no less than fifteen (15) months.

When a resident is transferred or enters a hospital, the assisted living facility shall hold all medications that the facility stores for the resident until the return of the resident unless otherwise directed by the authorized prescriber. All continued or re-ordered medications will be placed in active medication cycles upon the return of the resident. If the resident does not return to the assisted living facility, any medications held by the assisted living facility shall be placed with other medications or drugs for destruction as described in Section 702.1.2.11 or returned as permitted by State Board of Pharmacy regulations.

702.1.5 First-Aid Procedures

Facility staff may perform emergency or first-aid procedures as specified below:

a. Emergencies are defined as those measures necessary to prevent death or trauma until such time that the resident can be transported to the appropriate medical facility or treated by appropriate medical personnel;

b. First-aid measures will be defined as temporary procedures necessary to relieve trauma or injury;

c. First-aid supplies shall be available in the facility.

702.1.6 Influenza Immunization of Residents

a. The facility shall ensure that all Medicare-eligible residents receive annual influenza immunizations except when:

1. Objection is made on religious grounds; or,

2. Immunization is medically contra-indicated.

b. The facility shall record the following information:

1. The name of the resident;

2. The date that the immunization occurred;

3. The exception applicable to each resident who was not immunized.

c. The facility shall place the documentation in each resident's medical chart and retain the record in the same manner, and for the

same time period, as medical records.

703 DEVELOPMENT AND IMPLEMENTATION OF SERVICE PLAN

703.1 Services

703.1.1 An initial needs assessment or evaluation is to be completed for each resident to identify all needed services. Subsequent needs assessment or evaluation is to be completed on each resident at least annually and more often as changes occur.

If the needs assessment or evaluation completed on the resident indicates he/she has general service needs, a services plan shall be developed and shall become a part of the resident's occupancy admission agreement. If the needs assessment or evaluation indicates the resident has health care service needs, the resident is not appropriate for Level I assisted living unless the health needs can be met by a licensed home health agency. A copy of the home health agency's plan shall be filed in the resident's record.

703.1.2 The resident's services plan portion of the occupancy admission agreement shall include, but not be limited to, the resident's needs for assisted living facility services, including but not limited to, assistance with activities of daily living (ADL).

703.1.3 If the resident does not have any service needs, a resident services plan portion of the occupancy admission agreement is not needed. However, the facility must document how and where the evaluation was performed and that the resident does not have any service needs.

703.1.4 If the needs assessment or evaluation indicates that the resident will need assistance with emergency evacuation, arrangements for staff to provide this assistance shall be included in the services plan portion of the occupancy admission agreement.

703.1.5 The resident or his or her responsible party shall participate in and, if the resident or his or her responsible party agrees, family members shall be invited to participate in, the development of the resident's services plan portion of the occupancy admission agreement. Participation shall be documented in the resident's record.

703.2 Health Care Services

703.2.1 If the resident's needs-assessment or evaluation indicates that the resident requires health care services, the resident is not appropriate for Level I

assisted living unless the health needs can be met by a licensed home health agency on a short-term basis. A copy of the licensed home health agency's plan shall be filed in the resident's record.

703.3 Ancillary Services

All ancillary services (both core services [Section 601.3(a)] and any other ancillary services identified as wanted by the resident or his or her responsible party to be provided by the facility at additional cost to the resident or his or her responsible party [Section 700.1.3, Section 700.2.3 and Section 700.3.3]) that are identified in the resident's needs assessment or evaluation shall be included in an ancillary services plan that shall become a part of the resident's occupancy admission agreement.

703.4 Review/Revision of Services

703.4.1 Services needs of each resident in the facility shall be reviewed at least annually, and the services plan portion of the occupancy admission agreement revised, if necessary. Revision of the services plan portion of the occupancy admission agreement shall be revised immediately upon any significant change to the resident.

703.4.2 At least annually, a physical exam shall be completed by a physician or advanced practice nurse to assess the medical needs of each resident in the Level I facility. A physical exam shall also be performed upon any change of the resident's condition that results in modification of the medical needs of the resident.

704 COMPLIANCE AGREEMENTS

A Level I assisted living facility shall not admit any resident whose needs are greater than the facility is licensed to provide. The Level I assisted living facility shall not provide services to residents who:

a. need 24-hour nursing services except as certified by a licensed home health agency for a period of sixty (60) days with one (1) thirty (30) day extension. A copy of the licensed home health agency's plan shall be filed in the resident's record;

b. are bedridden;

c. have transfer assistance needs, including but not limited to assistance to evacuate the facility in case of emergency, that the facility cannot meet with current staffing;

d. present a danger to self or others or engages in criminal activities;

e. require medication administration to be performed by the facility.

The choice and independence of action of a resident may need to be limited when a resident's individual choice, preference, or actions, are identified as placing the resident or others at risk, lead to adverse outcomes, or violate the norms of the facility or program or the majority of the residents, or any combination of these events.

No resident shall be permitted to remain in a Level I assisted living facility if his or her condition requires twenty-four (24) hour nursing care or other services that an assisted living facility is not authorized by law or these regulations to provide. This prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement.

When the resident evaluation indicates that there is a high probability that a choice or action of the resident has resulted or will result in any of the outcomes of placing the resident or others at risk, leading to adverse outcomes, violating the norms of the facility or program or the majority of the residents, or any combination of the events, the assisted living facility shall:

1. Identify the specific concern(s);

2. Provide the resident or his or her responsible party (and if the resident agrees, the resident's family) with clear, understandable information about the possible consequences of his or her choice or action;

3. Negotiate a compliance agreement with the resident or his or her responsible party that will minimize the possible risk and adverse consequences while still respecting the resident's preferences. Nothing in this provision requires a facility to successfully negotiate a compliance agreement;

4. Document the process of negotiation and, if no agreement can be reached, the lack of agreement and the decisions of the parties involved.

Any compliance agreements negotiated, or attempted to be negotiated, with the resident or his or her responsible party shall address the following areas in writing:

1. Consequence to resident – any situation or condition that is or should be known to the facility that involves a course of action taken or desired to be taken by the resident contrary to the practice or advice of the facility and could put the resident at risk of harm or injury;

2. The probable consequences if the resident continues the choice or action identified as a cause for concern;

3. The resident or his or her responsible party's preference concerning how the situation is to be handled and the possible consequences of action on that preference;

4. What the facility will and will not do to meet the resident's needs and comply with the resident's preference to the identified course of action;

5. Alternatives offered by the assisted living facility or resident or his or her responsible party to reduce the risk or mitigate the consequences relating to the situation or condition;

6. The agreed-upon course of action, including responsibilities of both the resident or his or her responsible party and the facility;

7. The resident or his or her responsible party's understanding and acceptance of responsibility for the outcome from the agreed-upon course of action and written proof that the resident or his or her responsible party is making an informed decision, free from coercion, and that the refusal of the resident or his or her responsible party to enter into a compliance agreement with the facility or to revise the compliance agreement or to comply with the terms of the compliance agreement may result in discharge from the facility;

8. The date the agreement is executed and, if needed, the timeframes in which the agreement will be reviewed.

A copy of the compliance agreement shall be provided to the resident or his or her responsible party, and the original shall be placed in the resident's record at the time it is implemented.

~~**800 SPECIALIZED CARE FOR RESIDENTS WITH ALZHEIMER'S DISEASE OR RELATED DEMENTIA**~~

~~**801 ASCU GENERAL ADMINISTRATION**~~

~~a. Miscellaneous~~

~~1. Visitors shall be permitted in the Alzheimer's Special Care Unit (ASCU) at all times. However, facilities may deny visitation in the ASCU when visitation results, or substantial probability exists that visitation will result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.~~

~~2. Birds, cats, dogs, and other animals may be permitted in the Alzheimer's Special Care Unit. Animals shall have appropriate vaccinations and licenses. A veterinary record shall be kept on all animals to verify vaccinations and be made readily available for review. Pets may not be allowed in food preparation, food storage or dining or serving areas.~~

~~3. Unmarried male and female residents shall not be housed in the same room unless either residents or their responsible parties have given authorized consent.~~

~~b. General Program Requirements~~

~~1. Each long-term care facility that advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia shall provide an organized, continuous 24-hour-per-day program of supervision, care and services that shall:~~

A. ~~Meet all state, federal and ASCU regulations.~~

B. ~~Requires the full protection of residents' rights;~~

C. ~~Promotes the social, physical and mental well-being of residents;~~

D. ~~Is a separate unit specifically designed to meet the needs of residents with a physician's diagnosis of Alzheimer's disease or other related dementia; and~~

E. ~~Provides 24-hour-per-day care for those residents with a dementia diagnosis, and meets all admission criteria applicable for that particular long-term care facility.~~

~~2. Documentation shall be maintained by the facility and shall include, but not be limited to, a signed copy of all training received by the employee. The documentation shall be signed by the trainer and employee at the time of training.~~

~~3. Provide for relief of direct care personnel to ensure minimum staffing requirements are maintained at all times.~~

~~4. Upon request, make available to the Department payroll records of all staff employed during recent pay periods.~~

~~5. Nursing, direct-care, or personal care staff shall not perform the duties of cooks, housekeepers, or laundry personnel during the same shift they perform nursing, direct-care or personal care duties. Exemptions would be to those facilities covered under the Arkansas Medicaid State Plan Personal Care Program.~~

~~6. Regardless of other policies or procedures developed by the facility, the ASCU will have specific policies and procedures regarding:~~

A. ~~Facility philosophy related to the care of ASCU residents;~~

B. ~~Use of ancillary therapies and services;~~

C. ~~Basic services provided;~~

D. ~~Admission, discharge, transfer; and~~

E. ~~Activity programming.~~

~~c. Residents' Rights~~

~~For the purposes of these regulations, Residents' Rights are those rights set forth in the Department's numbered memorandum LTC-M-89-03.~~

~~d. Resident Record Maintenance~~

~~The ASCU shall develop and maintain a record-keeping system that includes a separate record for each resident, and that documents each resident's health care, individual support plan, assessments, social information, and protection of each resident's rights.~~

~~e. Resident Records~~

~~The ASCU must follow the facility's policies and procedures, and applicable state and federal laws and regulations governing:~~

~~1. The release of any resident information, including consent necessary from the client, parents or legal guardian;~~

~~2. Record retention;~~

~~3. Record maintenance; and,~~

~~4. Record content.~~

~~802 ASCU ASSESSMENTS~~

~~a. Psychosocial and Physical Assessments~~

~~1. Each resident shall receive a psychosocial and physical assessment which includes the resident's degree or level of family support, level of activities of daily living functioning, cognitive level, behavioral impairment, and that identifies the resident's strengths and weaknesses.~~

~~2. Prior to admission to the ASCU, the applicant must be evaluated by, and have received from a physician, a diagnosis of Alzheimer's or related dementia.~~

~~b. Individual Assessment Team (IAT)~~

~~1. Within 30 days after admission, the IAT shall prepare for each resident an individual support plan. The ISP shall address specific needs of, and services required by, the resident resulting from the resident's Alzheimer's disease or related dementia. The plan shall include and identify professions, disciplines, and services that:~~

~~a. Identifies and states the resident's medical needs, social needs, disabilities and their causes;~~

~~b. Identifies the resident's specific strengths;~~

~~c. Identifies the resident's specific behavioral management needs;~~

~~d. Identifies the resident's need for services without regard to the actual availability of services;~~

~~e. Identifies and quantifies the resident's speech, language, and auditory functioning;~~

~~f. Identifies and quantifies the resident's cognitive and social development; and~~

~~g. Identifies and specifies the independent living skills, and other services, provided by the facility to meet the needs of the resident.~~

~~2. The IAT shall perform accurate assessments or reassessments annually, and upon a significant change to a resident's physical,~~

~~mental, emotional, functional, or behavioral condition or status in which the resident:~~

~~a. Is regressing in, or losing skills, already gained;~~

~~b. Is failing to progress toward or maintain identified objectives in the ISP; and~~

~~c. Is being considered for changes in the resident's ISP.~~

~~c. Individual Support Plan (ISP)~~

~~1. The ISP shall include a family and social history. If the family and social history is unavailable, the ASCU personnel shall document attempts to obtain the information, including but not limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.~~

~~2. Individual support plans shall be developed and written by the IAT and signed by each member of the team.~~

~~3. Individual support plans shall have the input and participation of the resident or his or her responsible party, and the resident's family. If the resident's family or responsible party cannot be contacted, or refuses to participate, the facility shall document all attempts to notify the resident's family or legal representative. The documentation shall include, but not be limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.~~

~~4. The ISP shall be reviewed, evaluated for its effectiveness, and up-dated at least quarterly, and shall be updated when indicated by changing needs of the resident, or upon any reassessments by the IAT. In the event that the reassessment by the IAT documents a change of condition for which no change in services to meet resident needs are required, the ISP shall document the change of condition, and the reason or reasons why no change in services are required.~~

~~5. The ISP shall include:~~

A. ~~Expected behavioral outcomes;~~

B. ~~All barriers to expected outcomes;~~

C. ~~Services, including frequency of delivery, designed to achieve expected behavioral outcomes;~~

D. ~~Methods of assessment and monitoring. Monitoring shall occur no less than quarterly to determine progress toward the outcome;~~

E. ~~Documentation of results from services provided, and achievement towards expected outcomes or regression, and reasons for the regression;~~

F. ~~The resident's likes, dislikes, and if appropriate, his or her choices.~~

~~6. A copy of the ISP shall be made available to all staff that work with the resident, and the resident or his or her responsible party.~~

~~7. The ISP shall be implemented only with the documented, written consent of the resident or his or her responsible party.~~

~~803 STANDARDS FOR ALZHEIMER'S SPECIAL CARE UNITS~~

~~a. General Requirements~~

~~1. It is the intent of these regulations that Alzheimer's Special Care Units shall be designed to accommodate the complex and varied needs of residents with dementia. The physical environment does not exist in isolation, but interacts with the activity program, level of resident capability, staffing and social milieu of the unit.~~

~~2. The environment shall be designed and developed to meet the following objectives:~~

A. ~~Maximize awareness and orientation;~~

B. ~~Ensure safety and security;~~

C. ~~Provide privacy and a sense of control;~~

D. ~~Support functional abilities; and,~~

E. ~~Develop environmental stimulation and challenge within a positive social milieu.~~

~~b. Physical Design~~

~~In addition to the physical design standards required for the facility's license, an Alzheimer's Special Care Unit shall include the following:~~

~~1. A floor plan design that does not require visitors or staff to pass through the ASCU to reach other areas of the facility;~~

~~2. A multipurpose room or rooms for dining, group and individual activities, and family visits, which complies with the LTC licensure requirements for common space;~~

~~3. Secured outdoor space and walkways that allow residents to ambulate, with or without assistive devices such as wheelchairs or walkers, but prevents undetected egress. Such walkways shall meet the accessibility requirements of the most current LTC and Americans with Disabilities Act (ADA) structural building codes or regulations at the time of licensure. Unrestricted access to secured outdoor space and walkways shall be provided, and such areas shall have fencing or barriers that prevent injury and elopement. Fencing shall be no less than 72 inches high.~~

~~4. Prohibit the use of plants that are poisonous or toxic for human contact or consumption;~~

~~5. Visual contrasts between floors and walls, and doorways and walls, in resident use areas. Except for fire exits, exit doors and access ways shall be designed to minimize contrast, and to obscure or conceal areas the residents should not enter;~~

~~6. Non-reflective floors, walls, and ceilings, to minimize glare;~~

~~7. Evenly distributed lighting, to minimize glare and shadows; and,~~

~~8. A monitoring or nurses' station with:~~

A. ~~A call system, to alert staff to any emergency needs of the residents; and,~~

B. ~~A space for charting, and for storage of residents' records.~~

~~c. Physical Environment and Safety.~~

~~The Alzheimer's Special Care Unit shall:~~

~~1. Provide freedom of movement for the residents to common areas, and to their personal spaces. The facility shall not lock residents out of, or inside, their rooms;~~

~~2. Provide plates and eating utensils which provide visual contrast between the utensils and the table, and that maximizes the independence of the residents;~~

~~3. In common areas, provide comfortable seating sufficient to seat all residents at the same time. The seating shall consist of a ratio of one (1) gliding or rocking chair for every five (5) residents;~~

~~4. Encourage and assist residents to decorate and furnish their rooms with personal items and furnishings, based on the resident's needs and preferences as documented by the ASCU in the social history;~~

~~5. Individually identify each resident's rooms based on the resident's cognitive level, to assist residents in locating their rooms, and to permit them to differentiate their room from the rooms of other residents;~~

~~6. Keep corridors and passageways through common-use areas free of objects which may cause falls, or which may obstruct passage by physically impaired individuals; and,~~

~~7. Only use public address systems in the unit for emergencies.~~

~~804 ASCU EGRESS CONTROL~~

~~a. Egress Policies~~

~~The Alzheimer's Special Care Unit shall develop policies and procedures to deal with residents who wander or may wander. The procedures shall include actions to be taken by the facility to:~~

~~1. Identify missing residents;~~

~~2. Notify all individuals or institutions that require notification under law or regulation when a resident is missing; and,~~

~~3. Attempt to locate the missing resident.~~

~~b. Locking Devices~~

~~1. All locking devices used on exit doors shall be approved by the OLTC, building code agencies, and the fire marshal having~~

~~jurisdiction over the facility, shall be electronic, and shall release upon activation of the fire alarm or sprinkler system.~~

~~2. If the unit uses keypads to lock and unlock exits, directions for the keypad's operations to allow entrance shall be posted on the outside of the door.~~

~~3. The keypads and locks shall meet the Life Safety Code.~~

~~4. Staff shall be trained in all methods of releasing, or unlocking, the locking device.~~

~~805 ASCU STAFFING~~

~~Alzheimer's Special Care Units shall staff according to staffing requirements as set forth in the Rules and Regulations for the Licensure of Level I Assisted Living Facilities. However, staffing for the ASCU shall be determined separately from the Assisted Living facility, based upon the census for the ASCU only; likewise, the staffing for the Assisted Living facility shall be based on the census of the Assisted Living facility, excluding the ASCU census. It is the intent of this regulation that ASCU staff be separate and distinct from the Assisted Living facility staff. In addition, the following staffing requirements are established for Alzheimer's Special Care Units.~~

~~a. Professional Program Services~~

~~A social worker or other professional staff e.g., physician, registered nurse, or psychologist currently licensed by the State of Arkansas shall be utilized to perform the following functions:~~

~~1. Complete an initial social history evaluation on each resident on admission;~~

~~2. Development, coordination, and utilization of state or national resources and networks to meet the needs of the residents or their families;~~

~~3. Offering or encouraging participation in monthly family support group meetings with documentation of meetings offered; and,~~

~~4. Assist in development of the ISP, including but not limited to:~~

~~A. Assuring that verbal stimulation, socialization and reminiscing is identified in the ISP as a need;~~

~~B. Defining the services to be provided to address those needs~~

~~identified above; and,~~

~~C. Identifying the resident's preferences, likes, and dislikes.~~

~~b. Staff and Training~~

~~1. All ASCU staff members and consultants shall have the training specified in these regulations in the care of residents with Alzheimer's Disease and other related dementia. The facility shall maintain records documenting what training has been received, the date it was received, the subject of the training, and the source of the training.~~

~~2. Within six (6) months of the date that the long-term care facility first advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia, the facility shall have trained all staff who are scheduled or employed to work in the ASCU.~~

~~3. Subsequent to the requirements set forth in Section 805(b)(2), fifty percent (50%) of the staff working any shift shall have completed requirements as set forth in Section 805(b)(5)(A), (B), and (C).~~

~~4. After meeting the requirements of Section 805(b)(2), all new employees of the ASCU shall be trained within five (5) months of hiring, with no less than eight (8) hours of training per month during the five (5) month period.~~

~~5. In addition to any training requirements for any certification or licensure of the employee, training shall consist of, at a minimum:~~

~~A. Thirty (30) hours on the following subjects:~~

i. ~~One (1) hour of the ASCU's policies;~~

ii. ~~Three (3) hours of etiology, philosophy and treatment of dementia;~~

iii. ~~Two (2) hours on the stages of Alzheimer's disease;~~

iv. ~~Four (4) hours on behavior management;~~

v. ~~Two (2) hours on use of physical restraints, wandering, and egress control;~~

vi. ~~Two (2) hours on medication management;~~

vii. ~~Four (4) hours on communication skills;~~

viii. ~~Two (2) hours of prevention of staff burnout;~~

ix. ~~Four (4) hours on activity programming;~~

x. ~~Three (3) hours on ADLs and Individual-Centered Care~~

xi. ~~Three (3) hours on assessments and creation of ISPs~~

~~B. On-going in-service training consisting of at least 2 hours every quarter. The topics to be addressed in the in-service training shall include the following, and each topic shall be addressed at least once per year:~~

i. ~~The nature of Alzheimer's disease and other dementia, including:~~

~~a. The definition of dementia;~~

~~b. The harm to individuals without a correct diagnosis; and,~~

~~c. The stages of Alzheimer's disease.~~

ii. ~~Common behavior problems resulting from Alzheimer's or related dementia, and recommended behavior management for the problems;~~

iii. ~~Communication skills to facilitate improved staff relations with residents;~~

iv. ~~Positive therapeutic interventions and activities, such as:~~

~~a. Exercise;~~

~~b. Sensory stimulation; and,~~

~~c. Activities of daily living.~~

v. ~~The benefits of family interaction with the resident, and the need for family interaction;~~

vi. ~~Developments and new trends in the fields of Alzheimer's or related dementia, and treatments for same;~~

vii. ~~Environmental modifications to minimize the effects and problems associated with Alzheimer's or related dementia; and,~~

viii. ~~Development of ISPs, including but not limited to instruction on the method of updating and implementing ISPs across shifts.~~

~~C. If the facility identifies or documents that a specific employee requires training in areas other than those set forth in 805(b), the facility may provide training in the identified or documented areas, and may be substituted for those subjects listed in Section 805(b)(5).~~

~~c. Trainer Requirements~~

~~The individual providing the training shall have:~~

~~1. A minimum of one (1) year uninterrupted employment in the care of Alzheimer's residents, or~~

~~2. Training in the care of individuals with Alzheimer's disease and other dementia, or~~

~~3. Been designated by the Alzheimer's Association or it's local chapter as being qualified to meet training requirements.~~

~~d. Training Manual~~

~~The ASCU shall create and maintain a training manual consisting of the topics listed in Section 805(b). Further, the trainer shall provide training consistent with the training manual.~~

~~806 ASCU ADMISSIONS, DISCHARGES, TRANSFERS~~

~~a. Criteria for Services~~

~~1. Each Alzheimer's Special Care Unit shall have written policies setting forth pre-admission screening, admission, and discharge procedures.~~

~~2. Prior to admission into the Alzheimer's Special Care Unit, the facility shall provide a copy of the disclosure statement and Residents' Rights policy to the applicant or the applicant's responsible party. A copy of the disclosure statement signed by the resident or the resident's responsible party shall be kept in the resident's file. The disclosure statement shall be approved by the Office of Long Term Care prior to its use by the facility or the ASCU, and shall include, but not be limited to, the following information about the facility's ASCU;~~

~~A. The philosophy of how care and services are provided to the residents;~~

~~B. The pre-admission screening process;~~

~~C. The admission, discharge and transfer criteria and procedures;~~

~~D. Training topics, amount of training time spent on each topic, and the name and qualification of the individuals used to train the direct care staff utilized in the ASCU;~~

~~E. The minimum number of direct care staff assigned to the ASCU each shift;~~

~~F. A copy of the Residents' Rights;~~

~~G. Assessment, Individual Support Plan, and Implementation. The process used for assessment and establishment of the plan of care and its implementation, including the method by which the plan of care evolves and is responsive to changes in condition of the residents;~~

~~H. Planning and implementation of therapeutic activities and the methods used for monitoring; and~~

~~I. Identification of what stages of Alzheimer's or related dementia for which the ASCU will provide care.~~

~~3. Admission criteria shall require:~~

~~A. A physician's diagnosis of Alzheimer's disease or related dementia;~~

~~B. The facility's assessment of the resident's level of needs; and,~~

~~C. A list of the services that the ASCU can provide to address the needs identified in 806(a)(3)(B).~~

~~4. Any individual admitted to the ASCU must also meet admission criteria for the facility.~~

~~5. The ASCU shall not maintain a resident who requires a level of care greater than for which the facility is licensed to provide, or for whom the ASCU is unable to provide the level or types of services to address the needs of the resident. Discharge from the ASCU shall occur when:~~

~~A. The resident's medical condition exceeds the level of care for which the facility is licensed or is able to provide;~~

~~B. The resident's medical condition requires specialized nursing procedures that constitute more than limited nursing services, or nursing services the facility is unable to provide;~~

~~C. The resident has a loss of functional abilities (e.g. ambulation) that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;~~

~~D. Behavioral symptoms that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;~~

~~E. The resident requires a level of involvement in therapeutic programming that is greater than the level of care for which the facility is licensed or able to provide.~~

~~6. If the resident, or the resident's responsible party, does not comply with, or refuses to accept, the requirements of the ISP, the resident shall be discharged from the ASCU. The facility shall document the refusal or non-compliance with the ISP. The documentation shall include, but not be limited to:~~

~~A. The identity of the person who is not willing or able to comply with the requirements of the ISP; i.e., the resident or the resident's responsible party;~~

~~B. The date and time of the refusal;~~

~~C. The consequences of the unwillingness or inability to comply with the requirements of the ISP, and the name of the person providing this information to the resident or the resident's responsible party.~~

~~b. Resident Movement, Transfer or Discharge~~

~~When a resident is moved, transferred or discharged, measures shall be taken by the facility to minimize confusion and stress to the resident until discharge. Further, the discharge shall comply with the regulations applicable to the facility housing the ASCU, and Arkansas law.~~

~~807 ASCU THERAPEUTIC ACTIVITIES~~

~~a. Intent and General Requirements.~~

~~Therapeutic activities can improve a resident's eating or sleeping patterns; lessen wandering, restlessness, or anxiety; improve socialization or cooperation; delay deterioration of skills; and improve behavior management. Therapeutic activities shall be designed to meet the resident's current needs.~~

~~1. All facilities with Alzheimer's Special Care Units shall provide activities appropriate to the needs of individual residents. The activities shall be provided and directed by direct care staff under the coordination of a program director.~~

~~2. Each resident's daily routine shall be structured or scheduled so that activities are provided seven days a week.~~

~~3. A professional with specialized training in the care of Alzheimer's shall be utilized or contracted to:~~

A. ~~Develop required daily activities, which include Sections 807(b);~~

B. ~~Train direct care staff in those programs; and,~~

C. ~~Provide ongoing consultation.~~

~~b. Required Daily Activities~~

~~The following activities shall be offered daily:~~

~~1. Gross motor activities (e.g., exercise, dancing, gardening, cooking, etc.);~~

~~2. Self-care activities (e.g., dressing, personal hygiene, or grooming);~~

~~3. Social activities (e.g., games, music, socialization); and,~~

4. ~~Sensory enhancement activities (e.g., reminiscing, scent and tactile stimulation).~~

800 DEFINITIONS

For the purposes of these regulations the following terms are defined as follows:

a. **Activities of Daily Living (ADL's):** Ambulating, toileting, grooming, eating, bathing, or dressing.

b. **Advertise:** To make publicly and generally known. For purposes of this definition, *advertise* includes, but is not limited to:

1. Signs, billboards, or lettering;

2. Electronic publishing or broadcasting, including the use of the Internet or email; and

3. Printed material.

c. **Alzheimer's Special Care Unit:** A separate and distinct unit within a Long Term Care facility that segregates and provides a special program for residents with a diagnosis of probable Alzheimer's disease or related dementia; and that advertises, markets or otherwise promotes the facility as providing specialized Alzheimer's or related dementia care services.

d. **Alzheimer's Disease:** An organic, neurological disease of the brain that causes progressive degenerative changes.

e. **Common Areas:** Portions of the Special Care Unit, exclusive of residents' rooms and bathrooms. Common areas include any facility grounds accessible to residents of the Alzheimer's Special Care Unit (ASCU).

f. **Continuous:** Available at all times without cessation, break or interruption.

g. **Dementia:** A loss or decrease in intellectual ability that is of sufficient severity to interfere with social or occupational functioning; it describes a set of symptoms such as memory loss, personality change, poor reasoning or judgement, and language difficulties.

h. **Department:** Department of Human Services (DHS), Division of Medical Services (DMS), or Office of Long Term Care (OLTC)

i. **Direct Care Staff:** An individual, such as a nurse or a certified Nurse's Aide, who is an employee of the facility or who is an employee of a temporary agency assigned to work in the facility, and who has received, or will receive, in accordance with these regulations, specialized training regarding Alzheimer's or related dementia, and is responsible for providing direct, hands-on care or services to residents in the ASCU.

j. **Disclosure Statement:** A written statement prepared by the facility and provided to individuals or their responsible parties, and to individuals families, prior to admission to the unit, disclosing form of care, treatment, and related services especially applicable or suitable for the ASCU. The disclosure statement shall be approved by the Department prior to use, and shall include, but not be limited to, the following information about the facility's ASCU:

1. The philosophy of how care and services are provided to the residents;

2. The pre-admission screening process;

3. The admission, discharge and transfer criteria and procedures;

4. Training topics, amount of training time spent on each topic, and the name and qualification of the individuals used to train the direct care staff;

5. The minimum number of direct care staff assigned to the unit each shift;

6. A copy of the Residents' Rights;

7. Assessment, Individual Support Plan & Implementation. The process used for assessment and establishment of the plan of care and its implementation, including the method by which the plan of care evolves and is responsive to changes in condition;

8. Planning and implementation of therapeutic activities and the methods used for monitoring; and

9. Identification of what stages of Alzheimer's or related dementia for which the unit will provide care.

l. **Facility**: A Level I Assisted Living Facility that houses an ASCU.

m. **Individual Assessment Team:** A group of individuals possessing the knowledge and skills to identify the medical, behavioral, and social needs of a resident and to develop services designed to meet those needs

n. **Individual Support Plan:** A written plan developed by an Individual Assessment Team (IAT) that identifies services to a resident. The plan shall include and identify professions, disciplines and services that:

1. Identifies and states the resident's medical needs, social needs, disabilities and their causes;

2. Identifies the resident's specific strengths;

3. Identifies the resident's specific behavioral management needs;

4. Identifies the resident's need for services without regard to the actual availability of services;

5. Identifies and quantifies the resident's speech, language, and auditory functioning;

6. Identifies and quantifies the resident's cognitive and social development; and,

7. Identifies and specifies the independent living skills, and other services, provided by the facility to meet the needs of the resident.

o. **Nursing Personnel:** Registered or Licensed Practical nurses who have specialized training or will undergo specialized training, in accordance with these regulations, by the Alzheimer's Special Care Unit.

p. **Responsible Party:** An individual, who, at the request of the applicant or resident, or by appointment by a court of competent jurisdiction, agrees to act on behalf of a resident or applicant for the purposes of making decisions regarding the needs and welfare of the resident or applicant. These regulations, and this definition, does not grant or permit, nor should be construed as granting or permitting, any individual authority or permission to act for, or on behalf of, a resident or applicant in excess of the authority or permission granted by law. A competent resident may select a responsible party or may choose to not select a responsible party. In no event may an individual act for, or on behalf of, a resident or applicant when the resident or applicant has a legal guardian, attorney-in-fact, or other legal representative. For purposes of these regulations only, responsible party will also refer to the terms *legal representative, legal*

guardian, power of attorney or similar phrase.

801 GENERAL ADMINISTRATION

a. Miscellaneous

1. Visitors shall be permitted at all times. However, facilities may deny visitation when visitation results, or substantial probability exists that visitation will result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.

2. Birds, cats, dogs, and other animals may be permitted in the Alzheimer's Special Care Unit. Animals shall have appropriate vaccinations and licenses. A veterinary record shall be kept on all animals to verify vaccinations and be made readily available for review. Pets may not be allowed in food preparation, food storage or dining or serving areas.

3. Unmarried male and female residents shall not be housed in the same room unless either residents or their responsible parties have given authorized consent.

b. General Program Requirements

1. Each long-term care facility that advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia shall provide an organized, continuous 24-hour-per-day program of supervision, care and services that shall:

A. Meet all state, federal and ASCU regulations.

B. Requires the full protection of residents' rights;

C. Promotes the social, physical and mental well-being of residents;

D. Is a separate unit specifically designed to meet the needs of residents with a physician's diagnosis of Alzheimer's disease or other related dementia; and

E. Provides 24-hour-per-day care for those residents with a dementia diagnosis, and meets all admission criteria applicable for that particular long-term care facility.

2. Documentation shall be maintained by the facility and shall include, but not be limited to, a signed copy of all training received by the employee.

3. Provide for relief of direct care personnel to ensure minimum staffing requirements are maintained at all times.

4. Upon request, make available to the Department payroll records of all staff employed during recent pay periods.

5. Nursing, direct-care, or personal care staff shall not perform the duties of cooks, housekeepers, or laundry personnel during the same shift they perform nursing, direct-care or personal care duties.

6. Regardless of other policies or procedures developed by the facility, the ASCU will have specific policies and procedures regarding:

   A. Facility philosophy related to the care of ASCU residents;

   B. Use of ancillary therapies and services;

   C. Basic services provided;

   D. Admission, discharge, transfer; and

   E. Activity programming.

c. Residents' Rights

For the purposes of these regulations, Resident’s Rights are those rights set forth in the Department’s numbered memorandum LTC-M-89-03.

d. Resident Record Maintenance

The ASCU shall develop and maintain a record-keeping system that includes a separate record for each resident, and that documents each resident’s health care, individual support plan, assessments, social information, and protection of each resident’s rights.

e. Resident Records

The ASCU must follow the facility’s policies and procedures, and applicable state and federal laws and regulations governing:

1. The release of any resident information, including consent necessary from the client, parents or legal guardian;

2. Record retention;

3. Record maintenance; and,

4. Record content.

802 ASSESSMENTS

a. Psychosocial and Physical Assessments

1. Each resident shall receive a psychosocial and physical assessment which includes the resident's degree or level of family support, level of activities of daily living functioning, cognitive level, behavioral impairment, and that identifies the resident's strengths and weaknesses.

2. Prior to admission to the ASCU, the applicant must be evaluated by, and have received from a physician, a diagnosis of Alzheimer's or related dementia.

b. Individual Assessment Team (IAT)

1. Within 30 days after admission, the IAT shall prepare for each resident an individual support plan. The ISP shall address specific needs of, and services required by, the resident resulting from the resident's Alzheimer's Disease or related dementia.

2. The IAT shall perform accurate assessments or reassessments annually, and upon a significant change to a resident's physical, mental, emotional, functional, or behavioral condition or status in which the resident:

   a. Is regressing in, or losing skills, already gained
   b. Is failing to progress toward or maintain identified objectives in the ISP
   c. Is being considered for changes in the resident's ISP

c. Individual Support Plan (ISP)

1. The ISP shall include a family and social history. If the family and social history is unavailable, the ASCU personnel shall document attempts to obtain the information, including but not limited to, the

names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.

2. Individual support plans shall be developed and written by the IAT and signed by each member of the team.

3. Individual support plans shall have the input and participation of the resident or his or her responsible party, and the resident's family. If the resident's family or responsible party cannot be contacted, or refuses to participate, the facility shall document all attempts to notify the resident's family or legal representative. The documentation shall include, but not be limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.

4. The ISP shall be reviewed, evaluated for its effectiveness, and up-dated at least quarterly, and shall be updated when indicated by changing needs of the resident, or upon any reassessments by the IAT. In the event that the reassessment by the IAT documents a change of condition for which no change in services to meet resident needs are required, the ISP shall document the change of condition, and the reason or reasons why no change in services are required.

5. The ISP shall include:

   A. Expected behavioral outcomes;

   B. All barriers to expected outcomes;

   C. Services, including frequency of delivery, designed to achieve expected behavioral outcomes;

   D. Methods of assessment and monitoring. Monitoring shall occur no less than quarterly to determine progress toward the outcome; and,

   E. Documentation of results from services provided, and achievement towards expected outcomes or regression, and reasons for the regression.

   F. The resident's likes, dislikes, and if appropriate, his or her choices.

6. A copy of the ISP shall be made available to all staff that work with the resident, and the resident or his or her responsible party.

7. The ISP shall be implemented only with the documented, written consent of the resident or his or her responsible party.

803 STANDARDS FOR ALZHEIMER'S SPECIAL CARE UNITS

a. General Requirements

1. It is the intent of these regulations that Alzheimer's Special Care Units shall be designed to accommodate the complex and varied needs of residents with dementia. The physical environment does not exist in isolation, but interacts with the activity program, level of resident capability, staffing and social milieu of the unit.

2. The environment shall be designed and developed to meet the following objectives:

A. Maximize awareness and orientation;

B. Ensure safety and security;

C. Provide privacy and a sense of control;

D. Support functional abilities; and,

E. Develop environmental stimulation and challenge within a positive social milieu.

b. Physical Design

In addition to the physical design standards required for the facility's license, an Alzheimer's Special Care Unit shall include the following:

1. A floor plan design that does not require visitors or staff to pass through the ASCU to reach other areas of the facility;

2. A multipurpose room or rooms for dining, group and individual activities, and family visits, which complies with the LTC licensure requirements for common space;

3. Secured outdoor space and walkways that allow residents to ambulate, with or without assistive devices such as wheelchairs or walkers, but prevents undetected egress. Such walkways shall meet the accessibility requirements of the most current LTC and

Americans with Disabilities Act (ADA) structural building codes or regulations. Unrestricted access to secured outdoor space and walkways shall be provided, and such areas shall have fencing or barriers that prevent injury and elopement. Fencing shall be no less than 72 inches high.

4. Prohibit the use of plants that are poisonous or toxic for human contact or consumption;

5. Visual contrasts between floors and walls, and doorways and walls, in resident use areas. Except for fire exits, exit doors and access ways shall be designed to minimize contrast, and to obscure or conceal areas the residents should not enter;

6. Non-reflective floors, walls, and ceilings, to minimize glare;

7. Evenly distributed lighting, to minimize glare and shadows; and,

8. A monitoring or nurses' station with:

   A. A call system, to alert staff to any emergency needs of the residents; and,

   B. A space for charting, and for storage of residents' records.

c. Physical Environment and Safety.

The Alzheimer's Special Care Unit shall:

1. Provide freedom of movement for the residents to common areas, and to their personal spaces. The facility shall not lock residents out of, or inside, their rooms;

2. Provide plates and eating utensils which provide visual contrast between the utensils and the table, and that maximizes the independence of the residents;

3. In common areas, provide comfortable seating sufficient to seat all residents at the same time. The seating shall consist of a ratio of one (1) gliding or rocking chair for every five (5) residents;

4. Encourage and assist residents to decorate and furnish their rooms with personal items and furnishings, based on the resident's needs and preferences as documented by the ASCU in the social history;

5. Individually identify each resident's rooms based on the resident's cognitive level, to assist residents in locating their rooms, and to permit them to differentiate their room from the rooms of other residents;

6. Keep corridors and passageways through common-use areas free of objects which may cause falls, or which may obstruct passage by physically impaired individuals; and,

7. Only use public address systems in the unit for emergencies.

804 EGRESS CONTROL

a. Egress Policies

The Alzheimer's Special Care Unit shall develop policies and procedures to deal with residents who wander or may wander. The procedures shall include actions to be taken by the facility to:

1. Identify missing residents;

2. Notify all individuals or institutions that require notification under law or regulation when a resident is missing; and,

3. Attempt to locate the missing resident.

b. Locking Devices

1. All locking devices used on exit doors shall be approved by the OLTC, building code agencies, and the fire marshal having jurisdiction over the facility, shall be electronic, and shall release upon activation of the fire alarm or sprinkler system.

2. If the unit uses keypads to lock and unlock exits, directions for the keypad's operations to allow entrance shall be posted on the outside of the door.

3. The keypads and locks shall meet the requirements under IBC applicable to Level I Assisted Living Facilities.

4. Staff shall be trained in all methods of releasing, or unlocking, the locking device.

805 STAFFING

Alzheimer's Special Care Units shall staff according to staffing requirements as

set forth in the Rules and Regulations for the Licensure of Level I Assisted Living Facilities. However, staffing for the ASCU shall be determined separately from the Assisted Living facility, based upon the census for the ASCU only; likewise, the staffing for the Assisted Living facility shall be based on the census of the Assisted Living facility, excluding the ASCU census. It is the intent of this regulation that ASCU staff be separate and distinct from the Assisted Living facility staff. In addition, the following staffing requirements are established for Alzheimer's Special Care Units.

a. Professional Program Services

A social worker or other professional staff e.g., physician, Registered Nurse, or Psychologist currently licensed by the State of Arkansas shall be utilized to perform the following functions:

1. Complete an initial social history evaluation on each resident on admission;

2. Development, coordination, and utilization of state or national resources and networks to meet the needs of the residents or their families;

3. Offering or encouraging participation in monthly family support group meetings with documentation of meetings offered; and,

4. Assist in development of the ISP, including but not limited to:

   A. Assuring that verbal stimulation, socialization and reminiscing is identified in the ISP as a need;

   B. Defining the services to be provided to address those needs identified above; and,

   C. Identifying the resident's preferences, likes, and dislikes.

b. Staff and Training

1. All ASCU staff members and consultants shall have the training specified in these regulations in the care of residents with Alzheimer’s Disease and other related dementia. The facility shall maintain records documenting the training received, the date received, the subject of the training, and the source of the training.

2. Within six (6) months of the date that the long-term care facility first advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable

Alzheimer's disease or a related dementia, the facility shall have trained all staff who are scheduled or employed to work in the ASCU.

3. Subsequent to the requirements set forth in Section 805(b)(2), fifty percent (50%) of the staff working any shift shall have completed requirements as set forth in Section 805(b)(5)(a), (b), and (c).

4. After meeting the requirements of Section 805(b)(2), all new employees of the ASCU shall be trained within five (5) months of hiring, with no less than eight (8) hours of training per month during the five (5) month period.

5. In addition to any training requirements for any certification or licensure of the employee, training shall consist of, at a minimum:

   A. Thirty (30) hours on the following subjects:

      i. One (1) hour of the ASCU's policies;

      ii. Three (3) hours of etiology, philosophy and treatment of dementia;

      iii. Two (2) hours on the stages of Alzheimer’s disease;

      iv. Four (4) hours on behavior management;

      v. Two (2) hours on use of physical restraints, wandering, and egress control;

      vi. Two (2) hours on medication management;

      vii. Four (4) hours on communication skills;

      viii. Two (2) hours of prevention of staff burnout;

      ix. Four (4) hours on activity programming;

      x. Three (3) hours on ADLs and Individual-Centered Care

      xi. Three (3) hours on assessments and creation of ISPs

   B. On-going in-service training consisting of at least 2 hours every quarter. The topics to be addressed in the in-service

training shall include the following, and each topic shall be addressed at least once per year:

i. The nature of Alzheimer's disease and other dementia, including:

a. The definition of dementia;

b. The harm to individuals without a correct diagnosis; and,

c. The stages of Alzheimer's disease.

ii. Common behavior problems resulting from Alzheimer's or related dementia, and recommended behavior management for the problems;

iii. Communication skills to facilitate improved staff relations with residents;

iv. Positive therapeutic interventions and activities, such as:

a. Exercise;

b. Sensory stimulation; and,

c. Activities of daily living.

v. The benefits of family interaction with the resident, and the need for family interaction;

vi. Developments and new trends in the fields of Alzheimer's or related dementia, and treatments for same;

vii. Environmental modifications to minimize the effects and problems associated with Alzheimer's or related dementia; and,

viii. Development of ISPs, including but not limited to instruction on the method of updating and implementing ISPs across shifts.

C. If the facility identifies or documents that a specific employee requires training in areas other than those set

forth in 805(b), the facility may provide training in the identified or documented areas, and may be substituted for those subjects listed in Section 805(b)(5).

c. Trainer Requirements

The individual providing the training shall have:

1. A minimum of one (1) year uninterrupted employment in the care of Alzheimer's residents, or
2. Shall have training in the care of individuals with Alzheimer's disease and other dementia, or
3. Is designated by the Alzheimer's Association or it's local chapter as being qualified to meet training requirements.

d. Training Manual

The ASCU shall create and maintain a training manual consisting of thee topics listed in Section 805(b). Further, the trainer shall provide training consistent with the training manual.

806 ADMISSIONS, DISCHARGES, TRANSFERS

a. Criteria for Services

1. Each Alzheimer's Special Care Unit shall have written policy setting forth pre-admission screening, admission, and discharge procedures.

2. Prior to admission into the Alzheimer's Special Care Unit, the facility shall provide a copy of the disclosure statement and Residents' Rights policy to the applicant or the applicant's responsible party. A copy of the disclosure statement signed by the resident or the resident's responsible party shall be kept in the resident's file.

3. Admission criteria shall require:

A. A physician's diagnosis of Alzheimer's disease or related dementia;

B. The facility's assessment of the resident's level of needs; and,

C. A list of the services that the ASCU can provide to address

the needs identified in 806(a)(3)(B).

4. Any individual admitted to the ASCU must also meet admission criteria for the facility.

5. The ASCU shall not maintain a resident who requires a level of care greater than for which the facility is licensed to provide, and for whom the ASCU is unable to provide the level or types of services to address the needs of the resident. Discharge from the ASCU shall occur when:

   A. The resident's medical condition exceeds the level of care for which the facility is licensed or is able to provide;
   B. The resident's medical condition requires specialized nursing procedures that constitute more than limited nursing services, or nursing services the facility is unable to provide;
   C. The resident has a loss of functional abilities (e.g. ambulation) that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;
   D. Behavioral symptoms that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;
   E. The resident requires a level of involvement in therapeutic programming that is greater than the level of care for which the facility is licensed or able to provide.

6. If the resident, or the resident's responsible party, does not comply with, or refuses to accept, the requirements of the ISP, the resident shall be discharged from the ASCU. The facility shall document the refusal or non-compliance with the ISP. The documentation shall include, but not be limited to:

   A. The identity of the person who is not willing or able to comply with the requirements of the ISP; i.e., the resident or the resident's responsible party;

   B. The date and time of the refusal;

   C. The consequences of the unwillingness or inability to comply with the requirements of the ISP, and the name of the person providing this information to the resident or the resident's responsible party.

b. Resident Movement, Transfer or Discharge

When a resident is moved, transferred or discharged, measures shall be taken by the facility to minimize confusion and stress to the resident until discharge. Further, the discharge shall comply with the regulations applicable to the facility housing the ASCU, and Arkansas law.

807 THERAPEUTIC ACTIVITIES

a. Intent and General Requirements.

Therapeutic activities can improve a resident's eating or sleeping patterns; lessen wandering, restlessness, or anxiety; improve socialization or cooperation; delay deterioration of skills; and improve behavior management. Therapeutic activities shall be designed to meet the resident's current needs.

1. All facilities with Alzheimer's Special Care Units shall provide activities appropriate to the needs of individual residents. The activities shall be provided and directed by direct care staff under the coordination of a program director.

2. Each resident's daily routine shall be structured or scheduled so that activities are provided seven days a week.

3. A professional with specialized training in the care of Alzheimer's shall be utilized or contracted to:

   A. Develop required daily activities;

   B. Train direct care staff in those programs; and,

   C. Provide ongoing consultation.

b. Required Daily Activities

The following activities shall be offered daily:

1. Gross motor activities (e.g., exercise, dancing, gardening, cooking, etc.);

2. Self-care activities (e.g., dressing, personal hygiene, or grooming);

3. Social activities (e.g., games, music, socialization); and,

4. Sensory enhancement activities (e.g., reminiscing, scent and tactile stimulation).

900 PHYSICAL ENVIRONMENT

901 NEW CONSTRUCTION, REMODELING OR ADDITIONS

901.1 GENERAL

A new facility is one that had plans approved by the Office of Long Term Care and began operation, or construction or renovation of a building for the purpose of operating a Level I assisted living facility on or after the adoption date of these regulations, or both. The regulations and codes governing new facilities apply if and when the facility proposes to begin operation in a building not previously and continuously used as a facility licensed under these regulations. For purposes of these regulations, *construction* refers to a new facility where none existed or to the addition of new wings or other sections of the facility; *renovation* refers to any structural changes to the existing facility; *remodeling* refers to cosmetic changes to the existing structure, including but not limited to painting, replacement or repair of carpet, tile or linoleum, and minor repairs.

Additions to existing facilities, construction, or renovation shall meet the standards for new construction, and a copy of the facility floor plan must be submitted to the Office of Long Term Care for approval. Provided, however, that changes to the floor plan for areas of the facility unaffected by the addition, construction or renovation are not required.

901.2 SITE LOCATION, INSPECTION APPROVALS AND SUBSOIL INVESTIGATION

a. The building site shall afford good drainage and shall not be subject to flooding or be located near insect breeding areas, noise or other nuisance producing locations or hazardous locations, industrial developments, airports, railways or near penal or other objectionable institutions or near a cemetery. The site shall afford the safety of residents and not be subject to air pollution.

b. A site shall be adequate to accommodate roads and walks within the lot lines to at least the main entrance, ambulance entrance, and service entrance. All facility sites shall contain enough square footage to provide at least as much space for walks, drives and lawn space as the square footage contained in the building.

c. The building site shall be inspected and approved by the OLTC before construction is begun.

901.3 SUBMISSION OF PLANS, SPECIFICATIONS AND ESTIMATES

a. When construction is contemplated either for new buildings, additions or major alterations in excess of one hundred thousand dollars ($100,000), plans and specifications shall be submitted in duplicate, one (1) to OLTC and one (1) to the Plumbing Division of the Arkansas Department of Health, for review along with a copy of the statement of approval from the Comprehensive Health Planning Agency. Final plan approval shall be given by OLTC.

b. Such plans and specifications shall be prepared by a registered professional engineer or an architect licensed in the State of Arkansas pursuant to Act 270 of 1941, codified as Ark. Code Ann. §17-15-101, *et seq*. and shall be drawn to scale with the title and date shown thereon. OLTC shall have a minimum of three (3) weeks to review the drawing and specifications and submit their comments to the applicant. Any proposed deviations from the approved plans and specifications shall be submitted to the OLTC prior to making any changes. Construction cannot start until approval of plans and specifications have been received from the OLTC. The OLTC shall be notified as soon as construction of a new building or alteration to an existing building is started.

c. An estimate shall accompany all working plans and specifications when the total cost of construction is more than one hundred thousand dollars ($100,000).

d. Representatives from the OLTC shall have access to the construction premises and the construction project for purposes of making whatever inspections the OLTC deems necessary throughout the course of construction.

901.4 PLANS AND SPECIFICATIONS

All facilities licensed under these regulations shall be designed and constructed to substantially comply with pertinent local and state laws, codes, ordinances and standards. All new construction shall be in accordance with the requirements for I-1 Groups as specified in the International Building Code (IBC) 2000. All new construction shall be readily accessible and useable by persons with physical disabilities including persons who use wheelchairs. All construction shall comply with the requirements of the ADA.

Plans shall be submitted to the OLTC in the following stages:

1. Step (1) – Working drawings and specifications that shall be prepared so that clear and distinct prints may be obtained; accurate dimensions including all necessary explanatory notes, schedules and legends.

Working drawings shall be complete and adequate for contract purposes. Separate drawings shall be prepared for each of the following branches of work, architectural, structural, mechanical, and electrical, and shall include the following:

A. Approved plan showing all new topography, newly established levels and grades, existing structures on the site (if any), new buildings and structures, roadways, walks, and the extent of the areas to be seeded. All structures and improvements that are to be removed under the construction contract shall be shown. A print of the survey shall be included with the working drawings;

B. Plan of each floor and roof;

C. Elevations of each facade;

D. Sections through building;

E. Scale and full size details as necessary to properly indicate portions of the work;

F. Schedule of finishes.

2. Step (2) – Equipment Drawings: Large-scale drawings of typical and special rooms indicating all fixed equipment and major items of furniture and movable equipment.

3. Step (3) – Structural Drawings:

A. Plans of foundations, floors, roofs and all intermediate levels shall show a complete design with sizes, sections, and the relative location of the various members. Schedule of beams, girders, and columns, shall be included;

B. Floor levels, column centers, and offsets shall be dimensioned;

C. Special openings and pipe sleeves shall be dimensioned or otherwise noted for easy reference;

D. Details of all special connections, assemblies, and expansion joints shall be given.

4. Step (4) – Mechanical Drawings: These drawings with specifications shall show the complete heating and ventilation systems, plumbing, drainage and standpipe system and laundry and shall include:

A. Heating and air-conditioning systems, including:

1. Air-conditioning systems with required equipment, water and refrigerant piping and ducts;

2. Exhaust and supply ventilating systems with steam connections and piping;

3. Air quantities for all room supply and exhaust ventilating duct openings;

B. Plumbing, drainage and standpipe systems, including:

1. Size and elevation of street sewer, house sewer, house drains, street water main, and water service into the building;

2. Locations and size of soil, waste, and vent stacks with connections to house drains, clean outs, fixtures, and equipment;

3. Size and location of hot, cold, and circulating mains, branches and risers from the service entrance and tanks;

4. Riser diagram to show all plumbing stacks with vents, water risers, and fixture connections;

5. Gas, oxygen, and special connections;

6. Plumbing fixtures and equipment that require water and drain connections;

C. Elevators and dumbwaiters: Details and dimensions of shaft, pit, and machine room; sizes of car platform and doors;

D. Kitchens, laundry, refrigeration, and laboratories: These shall be detailed at a satisfactory scale to show the location, size, and connection of all fixed equipment.

5. Step (5) – Electrical Drawings:

A. Drawings shall show electrical wiring, outlets, smoke detectors, and equipment that require electrical connections;

B. Electrical service entrances with switches and feeder to the public service feeders shall be shown;

C. Plan and diagram showing main switchboard, power panels, light panels, and equipment;

D. Light outlets, receptacles, switches, power outlets, and circuits;

E. Nurses' call systems, either wireless systems or hardwired, with outlets for beds, duty stations, door signal lights, enunciators, and wiring diagrams. If a wireless system is employed, the electrical drawing will indicate the implementation of the system including designations for residents call systems in residents' apartments or units;

F. Fire alarm system with stations, signal devices, control board, and wiring diagrams;

G. Emergency electrical system with outlets, transfer switch, source of supply, feeders, and circuits.

6. Step (6) – Specifications: Specifications shall supplement the drawings to fully describe types, sizes, capacities, workmanship, finishes, and other characteristics of all materials and equipment, and shall include the following:

A. Cover or title sheet;

B. Index;

C. General conditions;

D. General requirements;

E. Sections describing material and workmanship in detail for each class of work.

901.5 CODES AND STANDARDS

The following codes and standards are incorporated into and made a part of these regulations:

a. The 2000 edition of the International Building Code (IBC)~~, Life Safety Code~~ applies to new construction and alterations or additions to all facilities;

b. The American Disabilities Act specifications for making buildings and facilities accessible to and usable by the physically handicapped shall apply to all facilities;

c. Arkansas State Plumbing Code;

d. Fire Resistance Index 1971, Underwriters Laboratories, Inc.;

e. Handbook of Fundamentals, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), United Engineer Center, 345 East 47the Street, New York, New York 10017;

f. Methods of Test for Surface Burning
Characteristics of Building Materials, Standard No. E 84-61 American Society for Testing and Materials (ASTM) Standard No. 84-61, 1961 Race Street, Philadelphia, Pennsylvania 19103;

g. Method of Fire Test of Building Construction and Materials, Standard No. E119, American Society of Testing and Materials (ASTMO), 1961 Race Street, Philadelphia, Pennsylvania 19103;

h. Minimum Power Supply Requirements, Bulletin No. XR4-10 National Electrical Manufactures Association (NEMA), 155 East 44th Street, New York, New York 10017.

902 CONVERTED FACILITIES

a. Existing facilities that convert to Assisted Living Facilities must meet the following requirements:

1. The facility shall provide a small refrigerator in each resident's room, except as may otherwise be provided by these regulation;

2. The facility shall provide a microwave oven in each resident's room, except as may be otherwise provided by regulation;

3. The facility must meet minimum space requirements for resident rooms of one hundred fifty square feet (150 sq. ft.) per person or two hundred thirty square feet (230 sq. ft.) for two (2) persons sharing a room, exclusive of entryway, closet, and bathroom, or one hundred square feet (100 sq. ft.) per person or one hundred eighty square feet (180 sq. ft.) for two (2) persons if the room has a half or full bath or if there is a shared bathroom between two (2) rooms; and,

4. The application conforms to all other assisted living regulations.

b. For purposes of this section, the terms *existing facility* and *existing facilities* shall mean:

1. A Residential Care Facility licensed or holding a permit of approval as of April 2, 2001; and,

2. Facilities as described in Ark. Code Ann. § 20-10-1709(b).

~~902~~903 FURNISHINGS AND EQUIPMENT

The following are general provisions concerning furnishing and equipment that each Level I assisted living facility must meet:

a. All rooms must have working light switches at the entrance to each room.

b. Windows must be kept clean and in good repair and supplied with curtains, shades or drapes. Each window that can be opened shall have a screen that is clean and in good repair.

c. Light fixtures in resident general use or common areas must be equipped with covers to prevent glare and hazards to the residents.

d. All fans located within seven (7) feet of the floor must be protected by screen guards.

e. Common dining room space and furnishings in good repair must be provided for each resident in the facility. Dining room space and furnishings must be sufficient to serve all residents. Facilities shall be allowed to plan dining schedules to allow for two (2) seatings per meal to increase resident's choice of meal times.

f. All furnishings and equipment in common areas must be durable, clean, and appropriate to its functions.

g. All areas of a facility must be well lighted to ensure residents' safety.

h. The resident may furnish his or her apartment with his or her own furnishings as long as the furnishings meet requirements as outlined in these regulations. If the resident does not furnish his or her apartment, the facility shall provide basic furnishings.

i. Throw- or scatter-rugs, or bath-rugs or mats, shall have a non-skid backing.

~~i~~j. Residents may provide their own linens, but may not be required by the

facility to do so. The facility must include in the resident's direct care service plan portion of the occupancy admission agreement whether the resident or his or her responsible party prefers the facility to provide linens or the resident or his or her responsible party will provide his or her own linens, and whether the facility will launder the linens or the resident or his or her responsible party will laundry his or her own linens. Linens may be provided by the facility for no cost or may be provided at an extra charge. If the resident or his or her responsible party chooses to utilize facility linens, the following minimum amounts of linen must be available in the facility at all times:

1. Sheets – three (3) sets for each resident;

2. Pillowcases – three (3) sets for each resident;

3. Bath towel – three (3) for each resident;

4. Hand towels – three (3) for each resident;

5. Washcloths –three (3) for each resident;

6. Blankets – one (1) for each resident;

7. Pillows – one (1) per resident.

If the resident or his or her responsible party wishes to use his or her own personal linens, the facility will counsel the resident or his or her responsible party on recommended quantities to maintain. In the case where a resident or his or her responsible party uses personal linens, the facility is not required to provide or keep available any linens for the resident unless the resident does not have sufficient numbers of personal linens available to maintain clean and sanitary conditions. If this is the case, the facility shall provide additional linens up to the quantities specified above. In both cases, clean linens may be stored in the resident's apartment.

~~j~~k. Bed linens must be changed at least weekly, or as often as needed to ensure clean or non-soiled linens.

~~k~~l. Wastepaper baskets and trash containers used in the facility common areas must be metal or Underwriter's Laboratory approved plastic baskets. Outside trash containers must be equipped with covers.

m. Practices that create an increased risk of fire are prohibited. This includes, but is not limited to:

1. Space heaters. In cases of emergency, such as extended power loss during periods of cold weather, space heaters are permitted upon the approval of the Office of Long Term Care.

2. The accumulation or storage within the facility of combustible materials such as rags, paper items, gasoline, kerosene, paint or paint thinners.

3. The use of candles, oil lamps, incense or open-flamed items.

4. The use of extension cords or multi-plug adapters for electrical outlets. Facilities may utilize Transient Voltage Surge Protectors or Surge Suppressors with microprocessor electronic equipment such as computers or CD/DVD recorders or players. Any Transient Voltage Surge Protectors or Surge Suppressors must have a maximum UL rating of 330v and must have a functioning protection indicator light. Facilities may not use Transient Voltage Surge Protectors or Surge Suppressors that do not have a functioning protection indicator light or Transient Voltage Surge Protectors or Surge Suppressors in which the functioning protection indicator light does not light to indicate that the device is functioning.

~~903~~904REQUIREMENTS FOR RESIDENT GENERAL USE/COMMON AREAS

~~903.1~~904.1 Distinct Part Facilities

a. Physical and programmatic separation – an assisted living facility shall be both physically and programmatically distinct from any residential care facility, nursing home or hospital to which it is attached or of which it is a part, provided, however, that programmatic separation shall not include social or recreational.

NOTE: This does not prohibit residents from walking through a community based residential facility serving similar or compatible population, e.~~-~~g., the elderly~~,~~ or the physically disabled. This does not prohibit independent living and assisted living to be in a combined building or prevent assisted living from occupying apartments scattered throughout a project that combines independent and assisted living. This does not require separation between an assisted living facility and housing for the elderly or other purely residential use. For example, assisted living facility apartments may be interspersed with non-assisted living apartments that are non-licensed, independent living apartments in the same building, and an assisted living

facility may share dining room and other common space with an attached apartment building.

b. Physical separation – Residents shall not be required to first enter or pass through a portion of the health care facility or community-based residential facility in order to enter an assisted living facility, provided, however, that residents may enter the assisted living facility through common areas (reference the exception noted in Section 90~~3~~4.1(a) above). Similarly, persons shall not be required to pass through the assisted living facility in order to enter a health care facility or community-based residential facility. An assisted living facility may share a common lobby and access area of a multipurpose building and may be entered via elevator from the lobby or access area. A dining room or activity area may be shared.

~~903.2~~904.2 Each assisted living facility must meet the following requirements for resident general use/common areas:

a. Each facility must have dining room and living room space easily accessible to all residents (reference standards set in Section 903.1(a)(b) above;

b. Common dining rooms and living rooms must not be used as bedrooms;

c. Dining rooms must be furnished with enough dining tables and chairs to permit all residents to be seated, or to permit one-half of the resident census to be seated at one time and allowing facilities to provide dining schedules that allow two settings per meal.

d. Dining rooms and living rooms must be available for use by residents at appropriate times to provide periods of social diversion and individual or group activities;

e. Common area toilet facilities shall be provided to meet the needs of residents, staff and visitors to the facility and shall be located in areas other than the resident's apartment or unit.

f. All resident areas must be painted and appropriately furnished;

g. Facilities in buildings constructed after the effective date of these regulations shall be constructed with hallways/corridors wide enough to allow two wheelchairs (six (6) feet) to pass each other. Facilities in existing buildings that have not undergone substantial renovation since the effective date of these regulations shall have

corridors large enough to meet current egress requirements mandated by applicable codes.

h. A minimum of one phone jack must be available in each resident's apartment or unit for the resident to establish private phone service in his or her name. In addition, there shall be, at a minimum, one dedicated facility phone and phone line for every forty (40) residents in common areas. The phone shall allow unlimited local calling without charge. Long distance calling shall be possible at the expense of the resident or responsible party via personal calling card, pre-paid phone card, or similar methods. Residents shall be able to make phone calls in private. "Private" can be defined as placing the phone in an area that is secluded and away from frequently used areas.

i. Facility's laundry services area(s) shall meet the requirements outlined in Section 700.2.2.

j. Facility's pantry area(s) shall meet the requirements outlined in Sections 700.3.11 and 700.3.13.

k. Facility's medication storage area(s) shall meet the requirements outlined in Sections 702.1.2.

~~903.3~~904.3 Square footage requirements for common area living room, dining room, and activities room is as follows:

a. All facilities:

1. The living and activity spaces must be separate from the dining room with a combined total square footage of at least 20 square feet per licensed bed. Living and activity spaces do not include corridors and lobby areas for the purposes of calculation. Living and activity spaces may be combined;

2. The facility must have at least 20 square feet of designated dining space per licensed bed if dining will be conducted in one seating. If dining will be conducted in two seatings, 10 square feet per resident will be required. Facilities will document their dining seating plan, and maintain the documentation for review by the OLTC;

3. In facilities that house residents in more than one (1) building, there shall be a living room and/or activities room located in each building with at least 10 square feet per

licensed bed with an additional 10 square feet available on the campus in a commons area. The facility's 10 square feet per licensed bed in the commons area shall be distinct from any other square footage requirements for other campus programs;

4. In facilities housing residents in more than one (1) building, a single dining room may be used for the complex. The dining room in a single building facility or a multi-building facility must have at least 20 square feet of space per licensed bed in the facility. If dining will be conducted in two (2) seatings, 10 square feet per resident will be required. Facilities will document their dining seating plan, and maintain the documentation for review by the OLTC. In facilities housing residents in more than one (1) building, protection from the elements of the weather shall be provided for residents who must access other buildings;

b. Any modification, alternation or addition must satisfy all physical environment requirements in effect at the time that the modification, alteration, or addition is placed into service and shall meet the requirements of the ADA.

~~904~~905 APARTMENTS

a. All living units in assisted living facilities shall be independent apartments (Exceptions shall be granted based on Act 1230 of 2001). Each apartment or unit shall be of adequate size and configuration to permit residents to carry out, with or without assistance, all the functions necessary for independent living, including sleeping; sitting; dressing; personal hygiene; storing, preparing, serving and eating food; storing clothing and other personal possessions; doing personal correspondence and paperwork; and entertaining visitors. Each apartment or unit shall be accessible to and useable by residents who use a wheelchair or other mobility aid consistent with the accessibility standards.

b. Physical features. Each independent apartment or unit shall have at least the following:

1. An individual lockable entrance and exit. A single door may serve as both entrance and exit. Keys, code or other opening devise for the door to the independent apartment or unit shall be supplied to residents. Keys, code or other opening devise for the door(s) to the assisted living facility shall be supplied to all residents without a credible diagnosis of dementia. In situations where a provider feels a resident without a diagnosis of dementia is at risk of injury

to themselves if provided with a key, code or other exit devise to the facility, a compliance agreement may be negotiated. All apartments or units shall be accessible by means of a master key or similar system that is available at all times in the facility and for use by designated staff.

2. Each apartment or unit of new construction resident units shall have a minimum of 150 square feet per person or 230 square feet for two (2) persons sharing a room excluding entryway, bathroom and closets. No apartment or unit in an assisted living facility shall be occupied by more than two persons;

3. Each apartment or unit shall have a separate and complete bathroom with a toilet, bathtub or shower, and sink;

4. The cooking capacity of each apartment or unit may be removed or disconnected depending on the individual needs of the resident;

5. Each apartment or unit shall have a call system monitored 24-hours a day by facility staff in the facility. Wireless call systems approved by the Office of Long Term Care may be utilized;

6. Each apartment or unit shall be equipped for telephone and television cable or central television antenna system);

7. Each apartment or unit shall have easy access to common areas such as living room(s), activity room(s), dining room(s) and laundry;

8. Private accessible mailbox that complies with U. S. Postal Service requirements for apartment style boxes in which the resident may send and receive mail that meets postal standards. Mailboxes may be grouped in a common area, located at the resident's apartment or unit door or located as required by the U. S. Postal Service;

9. Each apartment or unit shall have a kitchen that is a visually and functionally distinct area within the apartment or unit (see Section 300, definition of Visually and Functionally Distinct Area). The kitchen, at a minimum, shall contain a small refrigerator with a freezer compartment, a cabinet for food storage, a small bar-type sink with hot and cold running water and space with electrical outlets suitable for small cooking appliances, e.g., a microwave. Exceptions shall be granted based on Act 1230 of 2001. Upon entering the assisted living facility, the resident or his or her responsible party shall be asked if they wish to have a cooking appliance. If so, the appliance shall be provided by the facility, in

accordance with facility policies. If the resident or his or her responsible party wishes to provide their own cooking appliance, it shall meet the facility's safety standards. The cooking appliances shall be designed so that they can be disconnected and removed for resident safety or if the resident chooses not to have cooking capability within his or her apartment.

10. Each apartment or unit shall have a sleeping and living area that is a visually and functionally distinct area within the apartment or unit (see Section 300, definition of Visually and Functionally Distinct Area) but need not be separate rooms.

11. Male and female residents must not have adjoining rooms that do not have full floor to ceiling partitions and closable solid core doors.

~~905~~906 SAFETY STANDARDS

Each assisted living facility built after these regulations become effective must meet the requirements adopted by local municipalities as based on National Fire Protection 101, Life Safety Code, 1985 or the 2000 edition of the International Building Code (IBC) and must be in compliance with the ADA. If the local municipality in which the facility is located has not adopted requirements based on the above standards, or if the Office of Long Term Care determines that the regulations adopted by the local municipality are not adequate to protect residents, the facility must meet the provisions of the 2000 Edition of the International Building Code (IBC), including the National Fire Protection Association (NFPA) requirements referenced by the IBC.

Facilities may elect to prohibit smoking in the facility or on the grounds or both. If a facility elects to permit smoking in the facility or on the grounds, the facility shall include the following minimal provisions, and the facility shall ensure that:

a. In facilities equipped with sprinkler systems, the facility may designate a smoking area or areas within the facility. The designated area or areas shall have a ventilation system that is separate from the ventilation system for non-smoking areas of the facility. Facilities lacking a sprinkler system are prohibited from designating smoking areas within the facility.

b. Smoking shall be prohibited in any room, ward or compartment where flammable liquids, combustible gases or oxygen is used or stored and in other hazardous location and any general use/common areas of the assisted living facility. Such areas shall be posted with "NO SMOKING" signs.

c. Smoking by residents classified as not responsible shall be prohibited unless the resident is under direct supervision.

d. Ashtrays of noncombustible material and safe design shall be placed in all areas where smoking is permitted.

e. Metal containers with self-closing cover devices into which ashtrays may be emptied shall be placed in all areas where smoking is permitted.

~~906~~907 WATER SUPPLY

An adequate supply of water, under pressure, must be provided at all times. When a public water system is available, a connection must be made thereto. If water from a source other than a public water supply is used, the supply must meet the requirements set forth under rules and regulations of the State Board of Health.

~~906.1~~907.1 A contract to supply potable water shall be implemented with a third party not associated with the operation of the assisted living facility in the event the facility's water supply should be interrupted.

~~907~~908 SEWAGE

All sewage must be disposed of by means of either:

a. A public system where one is accessible within 300 feet; or

b. An approved sewage disposal system that is constructed and operated in conformance with the standards established for such systems by the State Board of Health.

~~908~~909 PLUMBING

Facilities must comply with all provisions of the state plumbing and gas code and amendments thereto prescribing minimum requirements for design, materials, appliances, workmanship, and methods of installation.

~~909~~910 ELECTRICAL

Electrical wiring, fixtures, appliances, motors, and other electrical equipment must be installed in accordance with the national electrical code National Fire Prevention Association's Pamphlet #70 and comply with local regulations and codes where they exist.

~~910~~911 HEATING/COOLING

~~910.1~~911.1 All liquefied petroleum gas systems must be installed and maintained in accordance with the State Code for Liquefied Petroleum Gas Containers and Equipment, State of Arkansas.

~~910.2~~911.2 All gas heating units must bear the stamp of approval of the American Gas Association Testing Laboratories, Inc. or other nationally recognized testing agency for enclosed, vented heaters for the type of fuel used.

~~910.3~~911.3 All gas heating units and water heaters must be vented adequately to carry the products of combustion to the outside atmosphere. Vents must be constructed and maintained to provide a continuous draft to the outside atmosphere in accordance with the American Gas Association Recommended Procedures.

~~910.4~~911.4 All heating units must be provided with a sufficient supply of outside air so as to support combustion without depletion of the air in the occupied room.

~~910.5~~911.5 All heating and cooling units must be installed and maintained in a manner that will provide for the safety and comfort of the occupants.

~~910.6~~911.6 In new facilities licensed after the effective date of these regulations, the facility must provide each apartment or unit with an individual thermostat controlling the temperature in that apartment or unit. In addition, the facility must provide a heating, ventilating and air conditioning (HVAC) system(s) for the apartments or units and common areas capable of maintaining any temperature between 68 and 80 degrees at any time throughout the year.

~~911~~912 ZONING CODES

Each assisted living facility must be operated in areas permitted by local codes. Each owner must provide the Office of Long Term Care with documentation that the facility is in compliance with zoning requirements.

~~912~~913 LOT REQUIREMENTS

Conditions of soil, ground water level, drainage and topography must not create hazards to the property as to the health and safety of the occupants. The site shall not be subject to unpredictable and/or sudden flooding and shall be large enough to provide an exercise area for residents. Exercise area shall mean, at a minimum, accessible exterior space configured with walkways suitable for walking and benches for resting. The exterior space may be on the facility's property, on publicly accessible public or private property (e.g., park, shopping mall), or on an

area made available to the residents by the facility through special arrangement with private property owners. Special arrangements must be through long-term agreements deemed sufficient by OLTC. Regardless of the arrangements, exercise areas must be accessible from the property during daylight hours by means of a safe and accessible walking route.

1000 IMPOSITION OF REMEDIES - AUTHORITY

The following Rules and Regulations for the Imposition of Remedies are duly adopted and promulgated by the Arkansas Department of Human Services, Office of Long Term Care, pursuant to the authority conferred by Ark. Code Ann. §20-10-203 and Ark. Code Ann. §25-10-129.

1001 INSPECTIONS BY DEPARTMENT

a. All areas of the facility that are accessible to residents or are used in the care or support of residents, including but not limited to kitchen or food preparation areas, laundry areas, and storage areas, and all resident records, including but not limited to residents' financial records maintained by the facility and residents' medical records maintained by the facility, shall be open for inspection by the Department, the Office of Long Term Care, or the Office of the Attorney General. All facility records related to the care or protection of residents and all employee records related to the care or protection of residents shall be open for inspection by the Department or OLTC or the Attorney General's Office for the purpose of enforcing these regulations and applicable laws. The facility shall provide access to any copying equipment the facility has on premises to permit the above-named entities the ability to make copies of facility records. This shall not be construed as a requirement that a facility be required to have copy equipment on its premises.

b. The facility shall submit to regular and unannounced inspection surveys and complaint investigations in order to receive or maintain a license. The facility shall inform residents of the survey process and residents' rights with regard to privacy during the process. Residents or employees may refuse to be interviewed or photographed. The Department or its agents, the Office of Long Term Care or its agents or the Attorney General's Office or its agents have the right to conduct interviews in a private area with residents or employees who consent to interviews, and shall be permitted to photograph the facility. Residents and their apartments shall be photographed in accordance with Ark. Code Ann. §20-10-104. This regulation shall not be construed as a waiver of any constitutional rights, including but not limited to the right against self-incrimination.

c. An inspection may occur at any time, in the discretion of the Department or its agents, the Office of Long Term Care or its agents or the Attorney

General's Office or its agents.

d. The facility shall provide for the maintenance and submission of such statistical, financial or other information, records, or reports related to resident care or property in such form and at such time and in such manner as the Department or its agents, the Office of Long Term Care or its agents ~~or the Attorney General's Office or its agents~~ may require. Provided, however, that records created by, or for the exclusive use of, the quality assessment unit shall not be subject to release to the Department or its agents, or the Office of Long Term Care or its agents.

e. Facilities must provide a written acceptable plan of correction within 15 working days of receipt of written notification of deficiencies (also referred to as a Statement of Deficiencies) found during routine inspections or surveys, special visits or complaint investigations. The OLTC shall determine whether the proposed plan of correction, including any proposed dates by which correction will be made, is acceptable.

f. The facility must post the Statement of Deficiencies and the facility's response and the outcome of the response from the latest survey in a public area utilized by residents or their responsible parties and visitors. A copy shall be provided to each resident or resident's responsible party upon request of the resident or the resident's responsible party. The last twelve (12) months of deficiency notices and facility responses and outcomes of responses, for all surveys shall be provided to persons or their responsible parties upon request when they apply for residence in the facility.

1002 GENERAL PROVISIONS

a. The provisions of this section are supplemental to, and independent of, the provisions of Title 20 of the Arkansas Code Annotated.

b. *Purpose of remedies*. The purpose of remedies is to ensure prompt compliance with program requirements.

c. *Basis for imposition and duration of remedies*. When OLTC chooses to apply one or more remedies specified herein, the remedies are applied on the basis of noncompliance found during surveys or inspections of any nature conducted by OLTC, or for failure to comply with applicable laws or regulations.

d. *Number of remedies*. OLTC may apply one or more remedies for each deficiency constituting noncompliance or for all deficiencies constituting noncompliance.

e. *Plan of correction requirement*.

1. Regardless which remedy is applied, or the nature or severity of the violation, each facility that has deficiencies with respect to program requirements must submit a plan of correction for approval by OLTC. The plan of correction shall be set forth on the Statement of Deficiencies. While a facility may provide a disclaimer in the plan of correction, the facility is still required to provide corrective actions to address the cited deficiencies, the time frames in which the corrective actions will be completed, and the manner to be utilized by the facility to monitor the effectiveness of the corrective action.

2. Failure by the facility to provide an acceptable plan of correction may result in the imposition of additional remedies pursuant to these regulations at the discretion of the OLTC or in a finding of a violation and imposition of additional remedies set forth in Title 20 of the Arkansas Code Annotated, or set forth in these regulations, or both.

f. *Notification requirements*

1. Except in cases of emergency termination of a license or in cases or emergency removal or transfer or residents, OLTC shall give the provider notice of the remedy, including:

A. Nature of the noncompliance;

B. Remedy or remedies imposed;

C. Date the remedy begins; and,

D. Right to appeal the determination leading to the remedy.

2. Notice shall not be required for state monitoring.

1003 <u>REMEDIES</u>

a. *Available Remedies*. In conformity with, and in addition to remedies as set forth in Title 20 of the Arkansas Code Annotated, the following remedies are available:

1. Civil Money Penalties (CMP) pursuant to Ark. Code Ann. § 20-10-205 and § 20-10-206.

2. Denial of New Admissions.

3. Directed in-service training.

4. Directed plan of correction.

5. State monitoring.

6. Temporary Administrator.

7. Termination of license.

8. Transfer of residents.

b. Duration of Remedies. Unless otherwise provided by law or other applicable regulations, remedies continue until:

1. The facility has corrected the cited deficiencies that resulted in the imposition of the remedy or remedies, as determined by the Office of Long Term Care based upon a revisit, or after an examination of credible written evidence that it can verify without an on-site visit, or both; or,

2. OLTC terminates the Level I~~I~~ assisted living facility license.

1004 TEMPORARY ADMINISTRATION

a. *Temporary administrator* means the temporary appointment by OLTC, or by the facility with the approval of OLTC, of a substitute facility administrator with authority to hire, terminate or reassign staff, obligate facility funds, alter facility procedures and manage the facility to correct deficiencies identified in the facility's operation, or to assist in the orderly closure of a facility. A temporary administrator may be appointed by the Office of Long Term Care only upon the consent and agreement of the facility. The temporary administrator shall provide reports to the OLTC regarding the operation of the facility and the efforts toward correction by the facility as requested by the OLTC.

b. *Qualification*s. The temporary administrator must:

1. Be qualified to oversee correction of deficiencies on the basis of experience and education, as determined by OLTC;

2. Not have been found guilty of misconduct by any licensing board or professional society in any State;

3. Have, or a member of his or her immediate family have, no financial ownership interest in the facility;

4. Not currently serve or, within the past 2 years, have served, unless approval has been obtained from the OLTC, as a member of the staff of the facility;

5. Successfully undergo a criminal record check pursuant to the Rules and Regulations of the Office of Long Term Care.

c. *Payment of salary*. The temporary administrator's salary:

1. Is paid directly by the facility while the temporary administrator is assigned to that facility; and

2. Must be at least equivalent to the sum of the following:

A. The prevailing salary paid by providers for positions of this type in what OLTC considers the facility's geographic area;

B. Additional costs that would have reasonably been incurred by the provider if such person had been in an employment relationship; and

C. Any other costs incurred by such a person in furnishing services under such an arrangement or as otherwise set by OLTC.

3. May exceed the amount specified in Section 1005(c)(2) if OLTC is otherwise unable to attract a qualified temporary administrator.

d. *Failure to relinquish authority to temporary administrator*:

1. *Termination of assisted living facility licensure*. If a facility fails to relinquish authority to the temporary administrator, OLTC may impose additional remedies, including but not limited to termination of the Level I~~I~~ assisted living facility license.

2. *Failure to pay salary of temporary administrator*. A facility's failure to pay the salary of the temporary administrator is considered a failure to relinquish authority to temporary administration.

3. *When imposed*. The remedy of temporary administrator shall be used in only lieu of termination of the facility license. Provided, however, that if the appointment of the temporary administrator

does not result in compliance by the facility within the time frames estimated by the temporary manager and agreed to by the Office of Long Term Care, the remedy of termination or revocation of license may be imposed.

1005 STATE MONITORING

a. A State monitor:

1. Oversees the correction of deficiencies specified by OLTC at the facility site and protects the facility's residents from harm;

2. Is an employee or a contractor of OLTC;

3. Is identified by OLTC as an appropriate professional to monitor cited deficiencies;

4. Is not an employee of the facility;

5. Does not function as a consultant to the facility;

6. Does not have an immediate family member who is a resident of the facility to be monitored; and,

7. Does not have an immediate family member who owns the facility or who works in the facility or the corporation that operates or owns the facility.

b. A State monitor may be utilized by the Office of Long Term Care for any level or severity of deficiency.

1006 DIRECTED PLAN OF CORRECTION

The Office of Long Term Care, or the temporary manager with OLTC approval, may develop a plan of correction. A directed plan of correction sets forth the tasks to be undertaken, and the manner in which the tasks are to be performed, by the facility to correct deficiencies, and the time frame in which the tasks will be performed. A facility's failure to comply with a directed plan of correction may result in additional remedies, including revocation of license when the failure to correct meets the conditions specified in Section 1009. The intent of a directed plan of correction is to achieve correction of identified deficiencies and compliance with applicable regulations.

1007 DIRECTED IN-SERVICE TRAINING

a. *Required training*. OLTC may require the staff of a facility to attend an in-service training program if education is likely to correct, or is likely to assist in correcting, cited deficiencies. The Office of Long Term Care may specify the time frames in which the training will be performed, the type or nature of the training, and the individual or entities to provide the training.

b. *Action following training*. After the staff has received in-service training, if the facility has corrected the violations or deficiencies that led to the imposition of remedies, OLTC may impose one or more other remedies.

c. *Payment*. The facility pays for directed in-service training.

1008 TRANSFER OF RESIDENTS OR CLOSURE OF THE FACILITY AND TRANSFER OF RESIDENTS

a. *Transfer of residents, or closure of the facility and transfer of residents in an emergency*. OLTC has the authority to transfer residents to another facility when:

1. An emergency exists wherein the health, safety, or welfare of residents are imperiled, and no other remedy exists that would ensure the continued health, safety or welfare of the residents;

2. A facility intends to close but has not arranged for the orderly transfer of its residents at least thirty (30) days prior to closure.

3. The facility exceeds its bed capacity as indicated or stated on the facility's license, or accepts more residents than the facility has number of beds as indicated or stated on the facility's license, unless granted a waiver by the Office of Long Term Care.

b. *Required transfer when a facility's assisted living facility license is terminated*. When a facility's license is terminated, or when the facility closes either voluntarily or involuntarily, OLTC may assist in the safe and orderly transfer of all residents to another facility.

c. When the Office of Long Term Care orders transfer of residents from a facility, the Office of Long Term Care may:

1. Assist in providing for the orderly transfer to other suitable facilities or make other provisions for the residents' care and safety.

2. Assist in or arrange for transportation of the residents, their medical records and belongings, assist in locating alternative

placement, assist in preparing the resident for transfer, and permit the residents' legal guardians or responsible party to participate in the selection of the residents' new placement.

3. Unless transfer is due to an emergency, explain alternative placement options to the residents and provide orientation to the placement chosen by the resident or their guardian or responsible party.

d. *Notice of Transfer Remedy*. Unless transfer is due to an emergency, the Office of Long Term Care shall provide the facility from which the residents are to be transferred at least fifteen (15) days notice of the proposed transfer.

1009 TERMINATION OF LEVEL ~~II~~ I ASSISTED LIVING FACILITY LICENSE

a. The remedy of termination or revocation of licensure is a remedy of last resort, and may be imposed only in accordance with law or as set forth in Section 1009(b), below.

b. *Basis for termination*. OLTC may terminate a facility's Level ~~II~~ I assisted living facility license if a facility:

1. Permits, aids or abets in the commission of any unlawful act in connection with the operation of the Level ~~II~~ I assisted living facility;

2. Refuses to allow entry or inspection by the Office of Long Term Care;

3. Fails to make any or all records set forth in Section 1001(d) available to representatives or agents of the Department~~,~~ or the OLTC~~ or the Attorney General's Office~~, unless such refusal is made pursuant to court order or during the pendency of an appeal specifically on the issue of the release of the records, or the records are records created by the quality assessment unit;

4. Closes, either voluntarily or through action of the State;

5. Operator or owner refuses to obtain a criminal record check of any individual required to undergo a criminal record check pursuant to the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities or pursuant to Ark. Code Ann. §20-33-201, *et seq*.;

6. Is cited for a third Class A violation within six months of the citation of the first Class A violation, or is cited for a third Class B violation within six months of the citation of the first Class B violation, in accordance with Ark. Code Ann. § 20-10-205 and § 20-10-206; or,

7. Has conditions wherein the health, safety, or welfare of resident are imperiled, and no other remedy exists that would ensure the continued health, safety, or welfare of the residents.

1010 DENIAL OR SUSPENSION OF NEW ADMISSIONS

The Office of Long Term Care may deny to, or suspend the ability of, a facility to admit new admissions upon the imposition of a Class A violation as defined and set forth in Ark. Code Ann. § 20-10-205 and § 20-10-206.

1011 CIVIL MONEY PENALTIES

The Office of Long Term Care may impose civil money penalties in accordance with Ark. Code Ann. § 20-10-205 and § 20-10-206.

1012 CLOSURE

Any Level I~~I~~ assisted living facility that closes or ceases operation or surrenders or fails to timely renew its license must meet the regulations then in effect for new construction and licensure to be eligible for future licensure. Closure of a facility shall result in the immediate revocation of the license.

A facility that closes or is unable to operate due to natural disaster or similar circumstances beyond the control of the owner of the facility, or a facility that closes, regardless of the reason, to effectuate repairs or renovations, may make written request to the Office of Long Term Care for renewal of the facility license to effect repairs or renovation to the facility. The Office of Long Term Care may, at its sole discretion, grant the written request.

If the request for licensure renewal is granted, the Office of Long Term Care will provide written notification to the facility, which will include deadlines for various stages of the repairs or renovations, including the completion date. In no event shall the completion date set by the Office of Long Term Care extend beyond twenty-four months of the date of the request; provided, however, that the deadlines may be extended by the Office of Long Term Care upon good cause shown by the facility. For purposes of this regulation, *good cause* means natural disasters or similar circumstances, such as extended inclement weather that prevents repairs or construction within the established deadlines, beyond the control of the owner of the facility. *Good cause* shall not include the

unwillingness or inability of the owner of the facility to secure financing for the renovations or repairs. The facility shall comply with all deadlines established by the Office of Long Term Care in its notice. Failure to comply with the deadlines established by the Office of Long Term Care shall constitute grounds for revocation of the license, and for denial of re-licensure.

~~1100 INFORMAL DISPUTE RESOLUTION (IDR)~~

~~When a Level I assisted living facility does not agree with deficiencies cited by the Office of Long Term Care, the facility may request an informal dispute resolution (IDR) of the deficiencies with the Office of Long Term Care (OLTC) in lieu of or in addition to a formal appeal before the Long Term Care Facility Advisory Broad (the Board).~~

~~A facility may desire to consult with legal counsel prior to requesting the IDR or in preparation for the IDR. A facility may choose to be accompanied by or utilize the services of, counsel and must indicate in their request for an IDR whether counsel will be present or utilized by the facility that the Office of Long Term Care may also have counsel present if it desires. The presence of counsel will not diminish or change the informality of the IDR process. In the event that the facility fails to inform the Office of Long Term Care that it will have counsel present at the IDR, the Office of Long Term Care may reschedule the IDR so that it can have counsel present.~~

~~The request for an IDR of deficiencies does not:~~

~~1. Stay the requirement for submission of an acceptable Plan of Correction (P-o-C) and allegation of compliance within the required time frame;~~

~~2. Stay imposition of any remedy; and,~~

~~3. Act as a substitute of an appeal.~~

~~In addition, assisted living facilities may not use the informal dispute resolution process to delay the formal imposition of remedies or to challenge any other aspect of the survey process, including the:~~

~~1. Scope and severity assessments of deficiencies with the exception of scope and severity assessments that constitute substandard quality of care or immediate jeopardy;~~

~~2. Remedy or remedies imposed by the Office of Long Term Care;~~

~~3. Alleged failure of the survey team to comply with a requirement of the survey process;~~

4. ~~Alleged inconsistency of the survey team in citing deficiencies among facilities; or~~

5. ~~Alleged inadequacy or inaccuracy of the informal dispute resolution process.~~

~~1101 REQUESTING AN INFORMAL DISPUTE RESOLUTION (IDR)~~

~~A written request for an IDR must be made within the ten (10) calendar day period permitted for the facility to submit an acceptable P-o-C and an allegation of compliance. The request must:~~

1. ~~Be addressed to the reviewer or individual listed in the letter that transmitted the statement of deficiencies, P.O. Box 8059, Slot 408, Little Rock, AR 72203-8059.~~

2. ~~Include the specific portions that the facility believes to be in error and identify the facility contact for the IDR process, including the name, address and telephone number of the facility contact.~~

~~As soon as practicable before the IDR, but in no event no later than three (3) working days before the IDR is scheduled, the facility must additionally submit:~~

1. ~~Documentation to support the facility's position concerning disputed deficiencies.~~

2. ~~A list containing the name and titles of all facility personnel or facility representatives, including counsel, who will be attending the meeting.~~

~~Failure to comply with the above may result in the IDR being rescheduled so as to permit the submission of the documentation at least three (3) working days prior to the IDR, or to permit the Office of Long Term Care to have counsel present.~~

~~When a review of facility documentation indicates that disputed findings should be changed on the statement of deficiencies before the IDR meeting is conducted, the Office of Long Term Care will contact the facility administrator to convey this information. If these changes satisfactorily resolve disputed findings, the facility may review its request for an IDR meeting.~~

~~1102 SCHEDULING AND CONDUCT OF THE IDR MEETING~~

~~The IDR will be held as quickly as schedules permit. The IDR meeting will be conducted by Office of Long Term Care personnel. Each deficiency the facility has disputed will be reviewed during the IDR meeting. The documentation shall clearly set out or otherwise mark the information that is pertinent to the issue for~~

~~which the information was submitted. During the IDR, the Office of Long Term Care personnel conducting the meeting will:~~

~~1. Identify the participants and attendees; all participants and attendees shall fill out the sign-in log if the IDR is conducted by meeting.~~

~~2. Explain the process that will be used in conducting the IDR meeting.~~

~~3. Permit the facility the opportunity to present evidence and information that it believes demonstrates that the findings recorded on the statement of deficiencies or state survey form are in error.~~

~~4. After the facility has presented its information concerning disputed deficiencies and the Office of Long Term Care has obtained any needed clarifications concerning information presented by the facility, the IDR will be concluded.~~

~~The facility may not dispute the level or scope and severity or choice of remedies determined by the Office of Long Term Care, but may dispute the specific findings of the survey. Deletions or changes in specific findings may result in changes in levels of scope and severity or remedies. However, if the findings identify conditions of Substandard Quality of Care (SQC) or Immediate Jeopardy (IJ), the facility may dispute the scope and severity of the determination of SQC and/or IJ.~~

~~The IDR shall be limited to one (1) hour. A facility may make a request for additional time. The request:~~

~~1. Must be in writing;~~

~~2. Must be submitted at least three (3) working days prior to the IDR;~~

~~3. Must set forth the grounds or justification for the request for additional time; and~~

~~4. Must state the specific amount of additional time requested by the facility.~~

~~Failure to comply with the above may result in a denial of the request for additional time. However, the Office of Long Term Care is not required to grant a request for additional time. A grant of additional time shall be in the sole discretion of the Office of Long Term Care.~~

~~All evidence and information shall be presented by facility personnel only. Counsel is not permitted to participate in the IDR. Facility personnel may consult during the IDR. However, such consultations shall not extend the time afforded the facility for presenting its evidence or information.~~

~~The Office of Long Term Care reserves the right to conduct an IDR hearing in alternative manners, including but not limited to, record review, telephone review and face-to-face meetings.~~

~~1103 RESULTS OF THE IDR~~

~~The results of the IDR will not be finalized at the IDR but will be communicated to the facility in writing as quickly as possible following the meeting.~~

~~Any changes in findings resulting from the IDR process will be reflected on the statement of deficiencies, including changes in levels of scope and severity. Changes in remedies would be reflected in the letter instead of on the statement of deficiencies per se. The facility has the option to request a "clean copy" of the statement of deficiencies. The new "clean copy" of the statement of deficiencies will become the official survey report when the facility has signed and dated the document and submitted a plan of correction that is acceptable to the Office of Long Term Care.~~

~~When a facility successfully demonstrates during the IDR process that a deficiency should not have been cited:~~

1. ~~The deficiency citation will be marked "Deleted", then signed and dated by the Office of Long Term Care personnel making the determination; and,~~

2. ~~Any enforcement actions imposed or recommended based solely on the "Deleted" deficiency will be rescinded.~~

~~1104 SUBSEQUENT INFORMAL DISPUTE RESOLUTION HEARINGS~~

~~Regardless of whether a facility has already used the one opportunity for informal dispute resolution, the following table indicates when another opportunity for informal dispute resolution would be appropriate, if requested by the facility, based on the results of a revisit or of informal dispute resolution:~~

~~Results of Revisit or of IDR Hearing~~	~~Eligible for Subsequent IDR Hearing~~
~~Continuation of same deficiency at revisit~~	~~Yes~~
~~New deficiency (i.e., new or changed facts, new citation to regulation or law) at revisit or as a result of an informal dispute resolution~~	~~Yes~~
~~New example of deficiency (i.e., new facts, same citation to regulation or law) at revisit or as a result of an informal dispute resolution~~	~~Yes~~

~~Different citation to regulation or law but same facts at revisit or as a result of an informal dispute resolution~~	~~No, unless the new citation to regulation or law constitutes substandard quality of care~~

~~**NOTE:** A second informal dispute resolution is not offered on the existence of the deficiencies as of the date of the first survey.~~

~~1105 APPEALS TO COURT~~

~~Any applicant or licensee who considers himself/herself injured in his or her person, business or property by final Department administrative adjudication shall be entitled to judicial review thereof as provided for by law. All petitions for judicial review shall be in accordance with the Arkansas Administrative Procedure Act as codified at Ark. Code Ann. § 25-15-201, *et seq*.~~

1100 INFORMAL DISPUTE RESOLUTION (IDR)

When a long term care facility does not agree with deficiencies cited on a Statement of Deficiencies, the facility may request an IDR meeting of the deficiencies in lieu of, or in addition to, a formal appeal. The Informal Dispute Resolution (IDR) process is governed by Act 1108 of 2003, codified at Ark. Code Ann. § 20-10-1901 *et seq*.

The request for an informal dispute resolution of deficiencies does not stay the requirement for submission of an acceptable plan of correction and allegation of compliance within the required time frame or the implementation of any remedy, and does not substitute for an appeal.

1101 REQUESTING AN INFORMAL DISPUTE RESOLUTION (IDR)

A **written request** for an informal dispute resolution must be made to the Arkansas Department of Health, Health Facility Services, 5800 West 10th, Suite 400, Little Rock, AR 72204 within ten calendar days of the receipt of the Statement of Deficiencies from the Office of Long Term Care. The request must:

1. List all deficiencies the facility wishes to challenge; and,

2. Contain a statement whether the facility wishes the IDR meeting to be conducted by telephone conference, by record review, or by a meeting in which the parties appear before the impartial decision maker.

1102 MATTERS WHICH MAY BE HEARD AT IDR

The IDR is limited to deficiencies cited on a Statement of Deficiencies. Issues that may not be heard at an IDR include, but are not limited to:

1. The scope and severity assigned the deficiency by the Office of Long Term Care, unless the scope and severity allege substandard quality of care or immediate jeopardy;

2. Any remedies imposed;

3. Any alleged failure of the survey team to comply with a requirement of the survey process;

4. Any alleged inconsistency of the survey team in citing deficiencies among facilities; and,

5. Any alleged inadequacy or inaccuracy of the IDR process.

1003 APPEALS TO COURT

Any applicant or licensee who considers himself/herself injured in his or her person, business or property by final Department administrative adjudication shall be entitled to judicial review thereof as provided for by law. All petitions for judicial review shall be in accordance with the Arkansas Administrative Procedure Act as codified at Ark. Code Ann. § 25-15-201, *et seq*.

APPENDIX

FORMS

ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL SERVICES
OFFICE OF LONG TERM CARE

Incident & Accident Next Day Reporting Form

Purpose/Process

This form is designed to standardize and facilitate the process for the reporting allegations of resident abuse, neglect, misappropriation of property or injuries of an unknown source by individuals providing services to residents in Arkansas long term care facilities for next day reporting pursuant to Section 507.1.

The purpose of this process is for the facility to compile the information required in the form DMS-731, so that next day reporting of the incident or accident can be made to the Office of Long Term Care.

Completion/Routing

This form, with the exception of hand written witness statements, MUST BE TYPED!

The following sections are **not** to be completed by the facility; the Office of Long Term Care completes them:

1. The top section entitled COPIES FOR:
2. The FOR OLTC USE ONLY section found at the bottom of the form.

All remaining spaces must be completed. If the information can not be obtained, please provide an explanation, such as “moved/address unknown”, “unlisted phone”, etc.

If a requested attachment can not be provided please provide an explanation why it can not be furnished or when it will be forwarded to OLTC.

The original of this form must be faxed to the Office of Long Term Care the next business day following discover by the facility. Any material submitted as copies or attachments must be legible and of such quality to allow recopying.

MARK-UP

COPIES FOR ATY GEN_____ PASARR_____APS_____OLTC ENG_____QMRP_____
OLTC PAHRM_____NEXT VISIT_____FOLLOW UP NEEDED_____SPC VISIT #_____
DATE:_____ INITIAL:_____NOTES:_____

OLTC INCIDENT AND ACCIDENT REPORT (I&A)

Date & Time Submitted (if known): _____ Date & Time of Discovery: _____

Facility Name: _____

Facility Area Code and telephone # (__)_____

Facility Address: _____

_____

Staff reporting I & A: _____ Title: _____

Date of I & A _____ Time:_____ AM or PM

Name of Injured Resident:_____ Age:_____ Sex:_____ Race: _____

Status of Alleged Perpetrator: ___ Facility Employee ___ Family ___ Visitor ___ Other ___ Unknown

Type of Incident: **Neglect**_____ **Misappropriation of Property**: Drugs_____
Abuse: Verbal_____ Personal Property_____
Sexual_____ Resident Trust Fund_____
Physical_____
Emotional/Mental_____

NOTIFICATIONS: FAMILY: Yes _____ No _____ DOCTOR: Yes _____ No _____

LAW ENFORCEMENT: Yes _____ No _____ ADMINISTRATOR: Yes _____ No ____

Summary of Incident:_____

_____

_____

_____ cont. on page 2)

Steps taken to prevent continued abuse or neglect during the investigation:_____

_____

_____

_____ (cont. on page 3)

FOR OLTC USE ONLY

CODES: **A**-Abuse **E**-Elopement **F**-Fire **PO**-Power outage **DI**-Disease **OT**-Other
RA-Res to Res Abuse **MP**-Misappropriation of Property **UD**-Unusual Death
ND-Natural Death **IUS**-Injury of Unknown Source **NG**-Neglect

SUMMARY OF INCIDENT – CONTINUED

STEPS TAKEN TO PREVENT CONTINUED ABUSE OR NEGLECT DURING THE INVESTIGATION– CONTINUED

ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL SERVICES
OFFICE OF LONG TERM CARE

Facility Investigation Report for Resident Abuse, Neglect, Misappropriation of Property, & Exploitation of Residents in Long Term Care Facilities

---

Purpose/Process

This form is designed to standardize and facilitate the process for the reporting allegations of resident abuse, neglect, or misappropriation of property or exploitation of residents by individuals providing services to residents in Arkansas long term care facilities. This investigative format complies with the current regulations requiring an internal investigation of such incidents and submittal of the written findings to the Office of Long Term Care (OLTC) within five (5) working days.

The purpose of this process is for the facility to compile a substantial body of credible information to enable the Office of Long Term Care to determine if additional information is required by the facility, or if an allegation against an individual(s) can be validated based on the contents of the report.

Completion/Routing

This form, with the exception of hand written witness statements, MUST BE TYPED!

Complete **all** spaces! If the information can not be obtained, please provide an explanation, such as "moved/address unknown", "unlisted phone", etc. Required information includes the actions taken to prevent continued abuse or neglect during the investigation.

If a requested attachment can not be provided please provide an explanation why it can not be furnished or when it will be forwarded to OLTC.

This form, and all witness and accused party statements, **must be originals**. Other material submitted as copies must be legible and of such quality to allow re-copying.

The facility's investigation and this form must be completed and submitted to OLTC within five (5) working days from when the incident became known to the facility.

Upon completion, send the form by certified mail to:
Office of Long Term Care, P.O. Box 8059, Slot 404, Little Rock, AR 72203-8059.

Any other routing or disclosure of the contents of this report, except as provided for in LTC 507.4 and 507.5, may violate state and federal law.

DRAFT

Facility Investigation Report for Resident Abuse, Neglect, Misappropriation of Property,
& Exploitation of Residents in Long Term Care Facilities

Section I-Reporting Information

Name of Facility:_____

Phone #:__(_____)_____

Address:_____

City _____ State _____ Zip Code _____

Facility Staff Member Completing DMS 762:_____

Title:_____

Date Incident Reported/Faxed to OLTC: _____ Time:_____AM/PM

Date & Time of Incident (if known):_____

Time & Time of Discovery:_____

Type of Incident: **Neglect**_____
Abuse: Verbal_____
Sexual_____
Physical_____
Emotional/Mental_____

Misappropriation of Property: Drugs_____
Personal Property_____
Resident's Trust Fund_____

Name of Involved Resident:_____ Room # :_____

Social Security #:_____ DOB: _____

Height_____Weight_____Physician_____

Is Resident still Living:_____ If not, Date of Death: _____

Ambulatory? YES_____ NO_____ Oriented Time, Place, Person, Events (Circle one or all).

Physical Functional Level/Impairment_____

_____

_____

Mental Functional Level_____

_____

_____

Primary Diagnosis_____

_____

Section II-Complete Description of Incident

"See Attached Is Not Acceptable!"

(Attach Additional Pages as Necessary)

Section III- Findings and Actions Taken

Please include Resident's current medical condition

Facility Administrator's Signature

Date

Section IV- Notification/ Status

Administrator/Written Designee Must Be Notified!

Name of Administrator_____

Date:_____ Time:_____AM / PM

Family Notified: YES_____ NO _____ NONE _____ Date:_____ Time:_____AM/PM

Name of Family Member:_____

Relationship:_____ Phone #: _____

Doctor Notified: YES _____ NO____ Date:_____Time:_____AM/PM

Doctor's Name:_____ Phone #:_____

Resident Sent to Hospital: YES_____ NO_____Date:_____Time:_____AM/PM

Admitted to Hospital: YES_____ NO_____

Name/ Address/ Phone of Hospital: _____

_____

_____

Law Enforcement Must Be Notified for abuse and neglect

Date:_____ Time:_____AM/PM

Name of Law Enforcement Agency:_____

Phone #:_____

Address:_____

City/Zip: _____

Was an Investigation Made by the Law Enforcement Agency?: YES_____ NO_____

Date of Investigation:_____ Time:_____

Name of Officer:_____

Section VI-Accused Party Information

Name of Accused Party:_____

Job Title (if any):_____ Phone #: _____

Home Address:_____

City/State/Zip:_____

Social Security #: _____ DOB: _____

Dates of Current Employment: From_____ To _____

Certified Nursing Assistant: YES_____ NO_____

Registration # :_____ Date Issued: _____

Date Criminal Background Check Completed: _____

Licensed by State Board of Nursing: YES_____ NO_____

Type of License: RN #_____ LPN #_____

Date Issued:_____

Section VII- Attachments

Attach the following information to the back of this form. If you do not have one of the specified attachments, please provide an explanation why it can not be obtained or if it will be forwarded in the future.

1. Statement from the accused party.

2. All witness statements. Use the attached OLTC Witness Statement Form for all witness statements submitted. If the statement is a typed copy of a handwritten statement, the handwritten statement must accompany the typed statement.

3. Law enforcement incident report. This can be mailed at a later date if necessary.

4. Other pertinent reports/information, such as Ombudsmen, autopsy, reports, etc. These can be mailed at a later date if necessary.

OTLC Witness Statement Form

Date:_____ Time:_____AM/ PM

Witness Full Name:_____

Job Title:_____ Shift:_____

Home Address:_____ City/Zip_____

Home Phone #:_____ Work Phone #:_____

Relation to Resident (If Any?)_____

State in your own words what you witnessed (be very descriptive) and sign below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ (Continue on Back as Necessary)

The information provided above is true to the best of my knowledge:

Signature of Witness:_____ Date:_____

DRAFT

DEPARTMENT OF HUMAN SERVICES

AUTHORIZATION FOR ADULT MALTREATMENT CENTRAL REGISTRY

Print all information in ink

Name	Date of Birth
Maiden and/or Any Names Formerly Used	Social Security Number
Current Address (Street, City, State, Zip)	
List all previous addresses for the past five years	Dates (From/To)

I authorize Department of Human Services/Adult Protective Services to release information from the Adult Maltreatment Central Registry in accordance with Arkansas Code [ACA 5-28-213 (a)(8)(A)] to _____:

I further certify that the information provided on this form is true and correct.

Signature_____ Date_____

Notarization Required

COUNTY OF _____
STATE OF ARKANSAS

Acknowledged before me this _____ day of _____, 20_____.

_____ _____
(Notary Public) (My Commission Expires)

The above listed applicant was_____/was not_____ found in the Adult Maltreatment Central Registry.

Mail Completed forms to: Adult Protective Services
Adult Maltreatment Central Registry
PO Box 1437 Slot S-540
Little Rock, AR 72203

DRAFT

ARKANSAS DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM CARE
Assisted Living Facility

Application for License to Conduct An Assisted Living Facility

NOTE: Before beginning this application, please read carefully the instructions on page 4.

For State Use Only **[ ] Original** **[ ] Renewal**

License Issued for _____ **_____/_____/_____**
Year **Month Day Year**

License Number _____ Vendor No. _____ No. Licensed For _____

Fee $ _____ License Granted Effective _____ License Denied _____

Administrator, Residential and Adult Day Care _____

I. Name and Location

The undersigned hereby make application for a license to operate [ ] Assisted Living Facility Level I
[ ] Assisted Living Facility Level II

Name of Facility _____

Address of Facility _____
Street City or Town

_____
County State Zip Code Telephone # Fax #

Mailing Address if different from above _____

II. Management and Ownership

A. The Operation or management of the facility is vested in the following:
(1) [ ] _____ (2) Private [ ] (3) Non-Profit [ ]

B. If public facility, list individual who heads the governmental department having jurisdiction over the facility and members of the Governing Board:

Name	Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

C. If privately owned list Ownership status

(1) [ ]____Sole Proprietorship (2) [ ]_____Partnership (3) [ ]_____Corporation

Partnership: List names and addresses of partner

Name	Address

Corporation: List names and addresses of corporate officers and percentage of individuals owning 5% or more stock (List % of ownership by the individual's names)

Name	Address

Non-Profit: List names and addresses of Board of Directors of the Governing Body

Name	Address

D. If ownership of building is different from the person(s) or group operating the facility, explain the relationship including names and addresses of the owner(s).

Name	Address

II. Licensure

A. Number of beds _____ (Total) _____ (Level I) _____ (Level II)

B. If above total is different from that which you are currently licensed, explain the difference

_____

_____

C. Name and address of facility manager/director if different from the ownership

_____ _____
Name Address

_____ _____
State Telephone #

III. Certification and Verification

State of_____ County of _____

I hereby certify that I have read the aforementioned Application and that all statements are true to the best of my knowledge and belief. I am aware that any willful misrepresentation of any material fact contained on the Application will subject me to penalties as prescribed in the State Licensing Law including, but limited to revocation and/or suspension of this license.

I further affirm that I understand that I am eligible for a license only if the facility is in compliance with the law and regulations thereunder, and that the Office of Long Term Care is empowered to deny, suspend, or revoke my license on any of the grounds listed in the State Licensing Law.

_____

_____
Signature of person(s) authorized to sign in accordance with instruction II. C

Subscribed and sworn to before me on this the _____day of _____, _____

_____
Notary Public

(Notary Seal)

My Commission expires on _____

DRAFT

INSTRUCTIONS

A. Enclosed are two (2) copies of Application for Licensure. Complete one copy and return to the Office of Long Term Care and retain one copy for your files.

B. Please read these instructions carefully and complete this application in full. This application must be completed in ink or typed.

C. This application is not valid unless it is notarized.

D. This license application must be signed by the following person(s) dependent upon the type of management and ownership.

1. If the institution is public (i.e., County, City, etc.) it must be signed by the person who is head of the governmental department having jurisdiction over it (i.e., Chairman of County Board or Chairman of Commission) or his duly authorized representative. This authorization must be in writing, notarized and submitted along with this application.

2. If the institution is private, it must be signed by the following dependent upon the type of business organization.

Type	Signer
Sole Proprietorship	Owner
Partnership	One of the partner
Corporation, Church, Non-Profit Association	

If someone other than the above named is authorized to sign in his or her behalf, such authorization must be in writing, notarized and attached to this application.

E. All license expire on **midnight June 30 of the calendar year** in which they are issued.

F. Application for annual renewal **must be postmarked no later than June 1 of the current year** in order to avoid the payment of a penalty. This penalty shall be 10% of the facility's licensure fee.

G. This application should be returned by **certified mail** to the following address:

DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM CARE
P.O. BOX 8059 SLOT S408
LITTLE ROCK, AR 72203

Please make certain that you use the above listed address only. All other addresses used could cause delays and may result in penalties being applied to your annual licensure renewal fees.

H. **A check or money order for the required licensure fee made payable to Arkansas Department of Human Services must accompany this submission except for those facilities operated by the State, County or City.**

Licensure Fee: $10.00 per bed

100 SCOPE

These rules and regulations constitute the basis for the licensure of Level II assisted living facilities by the Arkansas Department of Human Services, Division of Medical Services, Office of Long Term Care. The Office of Long Term Care reserves the right, and may at any time, waive any or all of the requirements herein in event of emergency or for good cause shown in the sole determination of the Office of Long Term Care.

200 PURPOSE

The purpose of these rules and regulations is to establish standards for Level II assisted living facilities that provide services in a homelike environment for elderly and disabled persons. Level II assisted living facilities ensure that residents receive supportive health and social services as they are needed to enable them to maintain their individuality, privacy, dignity, and independence, in the highest degree possible in an apartment-style living unit. The assisted living environment actively encourages and supports these values through effective methods of service delivery and facility or program operation. The environment promotes resident self-direction and personal decision-making while protecting resident's health and safety.

300 DEFINITIONS

As used in these rules and regulations, the following definitions shall apply unless the context clearly states otherwise. Where these rules and regulations refer to an enactment of the General Assembly, such reference shall include subsequent enactment or amendments by the General Assembly on the same subject matter.

Abuse – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and 42 CFR §488.301. "Abuse" also includes sexual abuse as defined in Ark. Code Ann. § 5-28-101 (12).

Activities of Daily Living – The ~~tasks for self-care~~ activities of daily living that are performed either independently, with supervision, with assistance, or by others. Activities of daily living include, but are not limited to, ambulating, transferring, grooming, bathing, dressing, eating and toileting.

ADA – The Americans with Disabilities Act.

Administrator – The person who has successfully completed a course of training or instruction certified by the Office of Long Term Care as an assisted living facility administrator who is in charge of the daily operation of the facility. Until programs have been certified by the Office of Long Term Care, ~~certification requirements for an Assisted Living Facility administrator are in place, certification as a~~ Residential Care Facility Administrators or ~~licensure as a~~

Nursing Home Administrators may be used.

Advertise – To make publicly and generally known. For purposes of this definition, *advertise* includes, but is not limited to:

1. Signs, billboards, or lettering;

2. Electronic publishing or broadcasting, including the use of the Internet or e-mail; and

3. Printed material.

Alzheimer's Special Care Unit (ASCU) – A separate and distinct unit within an Assisted Living or other Long Term Care facility that segregates and provides a special program for residents with a diagnosis of probable Alzheimer's disease or related dementia, and that advertises, markets or otherwise promotes the facility as providing specialized Alzheimer's or related dementia care services.

Assisted Living Facility (ALF) – Any building or buildings, section or distinct part of a building, boarding home, home for the aged or other residential facility whether operated for profit or not that undertakes through its ownership or management to provide assisted living services for a period exceeding twenty-four (24) hours to more than three (3) adult residents of the facility who are not relatives of the owner or administrator. Assisted living facility means facilities in which assisted living services are provided either directly or through contractual arrangements or in which contracting in the name of residents is facilitated. ~~An assisted living facility provides, at a minimum, services to assist residents in performing all activities of daily living on a twenty-four (24) hour basis. Assisted living facilities shall provide, at a minimum, the following assisted living services:~~

~~1. 24 hour staff supervision by awake staff;~~

~~2. Assistance in obtaining emergency care 24 hours a day. This provision may be met with an agreement with an ambulance service or hospital or emergency services through 911;~~

~~3. Assistance with social, recreational and other activities;~~

~~4. Assistance with transportation (this does not include the provision of transportation;~~

~~5. Linen service;~~

~~6. 3 meals a day;~~

~~7. Medication assistance (to the extent permitted under the Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing) or monitoring.~~

Assisted Living Program – A program of assisted living services.

Assisted Living Services – Housing, meals, laundry, social activities, assistance with transportation, ~~one or more personal services,~~ direct care services, health care services, 24-hour supervision and care, and limited nursing services. For purposes of these regulations, *assistance with transportation* means making arrangements for transportation.

Caregiver – Shall have the same meaning prescribed by Ark. Code Ann. § 5-28-101.

Choice – Viable options available to a resident that enables the resident to exercise greater control over his or her life. Choice is supported by resident's self-directed care (including methods and scheduling) established through the care planning process, and the provision of sufficient private and common space within the facility to provide opportunities for residents to select when and how to spend time, and when and how to receive personal or assisted living services.

Common Areas (for Alzheimer's Special Care Units) – Portions of the Alzheimer's Special Care Unit, exclusive of residents' rooms and bathrooms. Common areas include any facility grounds accessible to residents of the Alzheimer's Special Care Unit.

Compliance Agreement – If needed, the written formal plan developed in consideration of shared responsibility, choice and assisted living values and negotiated between the resident or his or her responsible party and the assisted living facility to avoid or reduce the risk of adverse outcomes that may occur in an assisted living environment.

Continuous – Available at all times without cessation, break or interruption.

Deficiency – A facility's failure to meet program participation requirements as defined in these and other applicable regulations and laws.

Dementia – A loss or decrease in intellectual ability that is of sufficient severity to interfere with social or occupational functioning; it describes a set of symptoms such as memory loss, personality change, poor reasoning or judgment, and language difficulties.

Department – The Department of Human Services and its divisions and offices.

Direct Care Services – Services that directly help a resident with certain ~~routines~~

~~and~~ activities of daily living such as assistance with mobility and transfers; assistance to resident to consume a meal, grooming, shaving, trimming or shaping fingernails and toenails, bathing, dressing, personal hygiene, bladder and bowel requirements, including incontinence, or assistance with medication, only to the extent permitted by the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing.

Direct Care Service Plan – A written plan for direct care services that is developed to meet the needs and preferences of the resident or his or her responsible party through a negotiated process that becomes a part of the resident's occupancy admission agreement.

Direct Care Staff – Any licensed or certified staff acting on behalf of, employed by, or contracted by the facility, to provide services and who provides direct care services or assistance to residents, including activities of daily living and tasks related to medication administration or assistance.

Direct Care Staff (Alzheimer's Special Care Unit) – An individual who is an employee of the facility, or an individual who is an employee of a temporary or employment agency assigned to work in the facility, who has received or will receive, in accordance with these regulations, specialized training regarding Alzheimer's or related dementia, and who is responsible for providing direct, hands-on care or services to residents of the ASCU.

Direct Contact – The ability or opportunity of employees of the facility, or individuals with whom the facility contracts, to physically interact with or be in the presence of residents.

Direct Threat – A significant risk to the health or safety of self or others that cannot be eliminated by reasonable accommodation. This term as used in these rules and regulations is designed to ensure conformity with the Americans with Disabilities Act (ADA) in determining whether a person with a disability poses a "direct (health or safety) threat".

Directed Plan of Correction – A plan developed by the Office of Long Term Care that describes the actions the facility will take to correct deficiencies and specifies the date by which those deficiencies will be corrected.

Discharge – When a resident leaves the facility, and it is not anticipated that the resident will return. A discharge occurs when a return to the facility by the resident requires that admission procedures set forth in these regulations be followed.

Disclosure Statement (Alzheimer's Special Care Unit) – A written statement prepared by the facility and provided to individuals or their responsible parties, and to individual's families, prior to admission to the ASCU, disclosing the form

of care, treatment, and related services especially applicable to, or suitable for residents of, the ASCU.

Elopement – Circumstances where a resident, who has been identified as being cognitively impaired, has left a facility without staff knowledge. Facilities must comply with all reporting requirements of any special programs in which they participate.

Emergency Measures – Those measures necessary to respond to a serious situation that threatens the health and safety of residents.

Endangered Adult – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and as amended.

Exploitation – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

First Aid Measures – Temporary interventions necessary to treat trauma or injury.

Health Care Service Plan – A written plan for health care services that is developed to meet the needs and preferences of the resident or his or her responsible party through a negotiated process that becomes a part of the resident's occupancy admission agreement.

Health Care Services – The provision of services in an assisted living facility that assists the resident in achieving and maintaining well-being (e.g., psychological, social, physical, and spiritual) and functional status. This may include nursing assessments and the monitoring and delegation of nursing tasks by registered nurses pursuant to the Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing, care management, records management and coordinating basic health care and social services in such settings.

Home Health Services – Home health aide services, medical supplies suitable for use in the resident's assisted living facility apartment, and nursing services as defined in the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing.

IDR – The informal dispute resolution process as described in these regulations.

~~Immediate Jeopardy – A situation in which the facility's noncompliance with one or more program requirements has caused, or is likely to cause, serious injury, harm, impairment, or death, to a resident.~~

Imminent Danger to Health and Safety – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

Impaired Adult – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

Independence – The maintenance and promotions of resident capabilities to enhance the resident's preferences and choices within a barrier-free environment.

Individual Assessment Team (IAT) – A group of individuals possessing the knowledge and skills to identify the medical, behavioral, and social needs of residents of the Alzheimer's Special Care Unit (ASCU), and to develop services designed to meet those needs..

Individual Support Plan – A written plan developed by an Individual Assessment Team (IAT) that identifies services to a resident of the Alzheimer's Special Care Unit (ASCU).

Limited Nursing Services – Acts that may be performed by licensed personnel while carrying out their professional duties, but limited to those acts that the department specifies by rule. Acts that may be specified by rule as allowable limited nursing services shall be for persons who meet the admission criteria established by the Department for facilities offering assisted living services, shall not be complex enough to require twenty-four (24) hour nursing supervision and may include such services as application and care of routine dressings, and care of casts, braces, and splints.

Long Term Care Facility License – A time-limited, non-transferable, permit required by Ark. Code Ann. § 20-10-224 and issued for a maximum period of twelve (12) months to a licensee who complies with Office of Long Term Care rules and regulations. This document must list the maximum number of beds for the facility.

Medication Assistance and Monitoring – Services provided by the facility, either directly or through contract, in accordance with the Nurse Practices Act and interpretations thereto by the Arkansas State Board of Nursing, designed to ensure that residents receive necessary or prescribed medication, and to prevent wastage of medication.

Mental Abuse – Verbal, written, or gestured communication, to a resident, or to a visitor or staff, about a resident within the resident's presence, or in a public forum, that a reasonable person finds to be a material endangerment to the mental health of a resident.

Neglect – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101 and 42 C.F.R. §488.301.

New Admission – An individual who is being admitted to the facility for the first time, or who is returning after a formal discharge.

Non-Compliance – Any violation of these regulations, or of applicable law or regulations.

Nurse Practice Act – As used in these regulations, the term *Nurse Practice Act* refers to Ark. Code Ann. §17-87-101 *et seq.* and interpretations thereto by the Arkansas State Board of Nursing.

Operator – The individual or entity that conducts the business of the facility. The individual or individuals executing the licensure application form shall be deemed an operator.

OLTC – The Office of Long Term Care.

Office of Long Term Care – The Office in the Division of Medical Services of the Department of Human Services that has responsibility for the licensure, certification, and regulation, of long term care facilities, herein referred to as the Office or OLTC.

Person – An individual, partnership, association, corporation, or other entity.

Personnel/Staff/Employee – Any person who, under the direction, control, or supervision of facility administration, provides services as defined in these regulations for compensation, or who provides services voluntarily, and may include the owner, operator, professional, management and persons, firms, or entities providing services pursuant to a contract or agreement.

Plan of Correction (P-o-C) – A plan developed by the facility and approved by OLTC that describes the actions the facility will take to correct deficiencies, and which specifies the date by which those deficiencies will be corrected.

PRN – A medication or treatment prescribed by a medical professional to a person, allowing the medication or ointment to be given "as needed".

Program Requirements – The requirements for participation and licensure under these and other applicable regulations and laws as an assisted living facility.

Proprietor/Licensee – Any person, firm, corporation, governmental agency or other legal entity, issued an assisted living facility license, and who is responsible for maintaining approved standards.

Protective Services – Shall have the same meaning as prescribed by Ark. Code Ann. § 5-28-101.

Provisional Placement – Placement in an assisted living facility made for the purposes of assessment to determine appropriateness of admission or emergency,

such as placement by law enforcement or Adult Protective Services. A provisional placement shall be permitted for no longer than ~~seven (7)~~ thirty (30) days, at which time the resident must either be discharged or admitted to the facility in conformity with theses regulations. A provisional placement shall not be an admission pursuant to these regulations, and any individual in an assisted living facility pursuant to a provisional placement shall not be deemed a resident of the facility.

Responsible Party – An individual, who, at the request of the applicant or resident, or by appointment by a court of competent jurisdiction, agrees to act on behalf of a resident or applicant for the purposes of making decisions regarding the needs and welfare of the resident or applicant. These regulations, and this definition, does not grant or permit, and should not be construed as granting or permitting, any individual authority or permission to act for or on behalf of a resident or applicant in excess of any authority or permission granted by law. A competent resident may select a responsible party or may choose not to select a responsible party. In no event may an individual act for, or on behalf of, a resident or applicant when the resident or applicant has a legal guardian, attorney-in-fact, or other legal representative. For purposes of these regulations only, responsible party will also refer to the terms *legal representative, legal guardian, power of attorney* or similar phrase.

Separate Premises – ~~Physically distinct and separate facilities that do not share common grounds, such as courtyards. Covered walkways from one facility to another do not constitute common areas or common grounds.~~Buildings housing Assisted Living Facility operations that are located on non-contiguous land.

Significant Change – Any improvement or decline in a resident's medical, physiological, psychological, or social condition, in which:

a. The decline cannot be reasonably expected to resolve itself; or,

b. In which the decline may cause a worsening of another or pre-existing medical, physiological, psychological, or social condition.

Substandard Quality of Care – One or more deficiencies related to participation requirements, as set forth in these or other applicable regulations or laws, that constitute either immediate jeopardy to resident health or safety; a pattern of, or widespread actual harm, that is not immediate jeopardy; or a widespread potential for more than minimal harm, but less than immediate jeopardy, with no actual harm.

~~Substantial Compliance – A level of compliance with the requirements of participation as set forth in these or other applicable regulations or laws, such that any identified deficiencies pose no greater risk to resident health or safety than the potential for causing minimal harm.~~

Survey – The process of inspection, interviews, or record reviews, conducted by the Office of Long Term Care.

Standard Survey - A comprehensive survey conducted by the Office of Long Term Care on an average of every 18 months for each facility.

Transfer – The temporary or permanent relocation of a resident from one living unit within the facility to another living unit within the facility.

Transfer – The temporary or permanent relocation of a resident from one living unit within the facility to another living unit within the facility, or the temporary relocation of a resident to a location outside the facility.

Visually and Functionally Distinct Area – A space that can be distinguished from other areas within the apartment by sight. A visually and functionally distinct area need not be a separate room. To create a visually distinct area, one or more of the following methods must be employed: change in ceiling height, separation by ceiling soffit(s) or wall returns, change in flooring color, partial height partitions or counters, use of alcoves, use of permanent screening devices such as columns or fixed screens. In the case of an "L" shaped studio apartment or unit, kitchenettes and living areas may be combined and bedroom areas may be in a leg of an "L" shaped plan and qualify without additional separation methods.

400 LICENSURE

400.1 No Level II assisted living facility may be established, conducted, or maintained in Arkansas without first obtaining a long term care facility license as required by Ark. Code Ann. § 20-10-201, *et seq*., Act 1230 of 2001, and these licensing standards. All licenses issued hereunder, and the beds stated on the license, are non-transferable from one owner or proprietor to another, or from one site or location to another. No Level II assisted living facility may operate with more beds than is stated in the license, and no Level II assisted living facility may accept more residents than the number of beds stated on the license. No license shall be issued without proof of a valid, current Permit of Approval issued by the Health Services Permit Commission or Health Services Permit Agency.

400.2 The grant of a license for a facility as a Level II assisted living facility shall also be a grant of licensure as a Level I assisted living facility. However, separate licenses shall be issued for each, and shall reflect the number of beds for each as indicated on the application. Specifically, the issuance of a Level II assisted living facility license shall be a grant of authority to the facility to operate with the stated bed capacity set out in the Assisted Living Facility II license for the housing or delivery of services to individuals who are medically eligible for nursing home level of care ~~and~~ or who receive services through the Medicaid 1915 (c) H&CBS wavier for assisted living. The issuance of a Level I assisted

living facility license shall be a grant of authority to the facility to operate with the stated bed capacity set out in the Assisted Living Facility I license for the housing or delivery of services to those individuals who are not medically eligible for nursing home level of care ~~and~~ or who do not receive services through the Medicaid 1915 (c) H&CBS Wavier for assisted living. The initial licenses together shall reflect the total number of beds as set forth in the Permit of Approval. Subsequent licenses issued to the same owner will state the number of beds for which the facility has been authorized by the Health Services Permit Commission or the Health Services Permit Agency at the time of the issuance of the subsequent license, and which are designated for the respective Level I and Level II licenses. Licenses issued as a result of a change of ownership shall state the number of beds for which the facility was licensed on the date of sale of the facility or the date of the sale of ownership of the facility.

400.3 When a facility is licensed as a Level II assisted living facility, the facility shall maintain physically distinct parts or wings to house individuals that receive or are medically eligible for the nursing home level of care separate and apart from those individuals who do not receive, or are not medically eligible for the nursing home level of care. Common areas must meet all requirements for a Level II facility.

However, Level II units may house Level I-level of care residents under the following conditions:

a. Any and all individuals residing in a Level II unit shall be counted as a Level II resident for purposes of determining staff for the Level II unit; and,

b. No individual meeting the criteria for Level II level of care may reside or be housed in a Level I unit or Level I bed.

c. Common areas must meet all requirements for a Level II facility.

Staffing within the Level II parts or wings of the facility must meet the requirements for Level II assisted living facilities at all times, independent of the staffing requirements for the Level I parts or wings of the facility, and regardless ~~of~~ whether the Level II parts or wings house individuals who do not receive, or are not eligible for, nursing home level of care.

401 LICENSING INFORMATION

401.1 Licenses to operate a Level II assisted living facility are issued to be effective beginning July 1st and expiring on the following June 30th. Fees for new licensure applications will be prorated by dividing the total licensure fee by three hundred sixty five (365) and then multiplying the result by the total number of days from the date the application is approved through June 30, inclusive.

401.2 Licenses shall be issued only for the premises and persons specified in the application and shall not be transferable.

401.3 Licenses shall be posted in a conspicuous place on the licensed premises.

401.4 Separate licenses are required for Level II assisted living facilities maintained on separate premises, even though they are operated under the same management. When two or more buildings located on contiguous land house Assisted Living operations, the owner or operator may choose to license each operation in each building separately, or to have all operations in all buildings operate under a single license. Multiple licenses for multiple operations housed in separate buildings on contiguous land will be considered and treated under these regulations as separate Assisted Living Facilities, and each licensed operation must conform to the requirements of these regulations independent of the other licensed operations housed in other buildings on contiguous land.

401.5 Every Level II assisted living facility owner shall designate a distinctive name for the facility, which shall be included on the application for a license. The name of the facility shall not be changed without prior written notification to and receipt by the owner of the assisted living facility of approval from the Office of Long Term Care.

402 INITIAL LICENSURE

402.1 Initial licensure requires that the applicant for licensure possess a current, valid Permit of Approval (P-o-A) issued by the Health Services Permit Commission (HSPC) or Health Services Permit Agency (HSPA). Initial licensure shall apply to:

a. Newly constructed facilities designed to operate as assisted living facilities;

b. Existing structures not already licensed as a Level II assisted living facility on the effective date of these regulations.

Permits of approval held by residential care facilities as of the effective date of Act 1230 of 2001 or held by subsequent purchases of those facilities shall also be considered permits of approval for assisted living without further action. However, residential care facilities that choose to offer Level II assisted living services are not exempt from assisted living licensure requirements except as specifically provided by Act 1230 of 2001.

402.2 The initial licensure application shall be accompanied by one set of building plans.

403 COMPLIANCE

An initial license will not be issued until the Department verifies that the facility is in compliance with the licensing standards set forth in these regulations.

An initial license will be effective on the date specified by the Office of Long Term Care once the Office of Long Term Care determines the facility to be in compliance with these licensing standards and applicable laws and regulations. The license will expire on June 30th following the issuance of the license.

404 APPLICATION, EXPIRATION AND RENEWAL OF LICENSE

404.1 Applicants for licensure or renewal of Level II assisted living facility licensure shall obtain the necessary forms for initial or renewal licensure or to request re-licensure of the facility after a change of ownership (see Section 404.7 and Section 405) from the Office of Long Term Care. The issuance of an application form shall not be construed to be a guarantee that the completed application will be acceptable, or that the Department will issue a license.

404.2 The facility shall not admit any residents until a license to operate a Level II assisted living facility has been issued, except as provided in Section 404.10(e) of these regulations for purposes of inspection and initial licensure.

404.3 Applicants for initial licensure, renewal, or re-licensure after a change in ownership shall pay in advance a license fee of $10.00 per bed to the Department. Such fee shall be refunded to the applicant in the event a license is not issued. An application fee of $250.00 shall also accompany every application which shall be non-refundable.

404.4 Annual renewal is required for all Level II assisted living facility licenses. Licenses are effective beginning July 1 and shall expire on June 30th of the following year. In the event that a facility's license is not renewed by June 30, the license for the facility will be void.

404.5 Applications for annual license renewal shall be delivered or, if mailed, postmarked to the Office of Long Term Care no later than June 1st before the June 30th expiration of the license. Any license fee ~~not~~ received by the Department ~~no later than~~ after June 1 is subject to a ten percent (10%) penalty.

404.6 The operator of the facility shall sign applications and must successfully complete a criminal background check pursuant to Ark. Code Ann. 20-33-201, *et seq*., and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities.

404.7 When a change in ownership of controlling interest in the facility is sold by person or persons named in the license to any other person or persons, the new

owner shall, at least 30 days prior to completion of the sale, submit a new application and license fee, request to be inspected and meet the applicable standards and regulations, including but not limited to, life safety codes, at the time of inspection. The seller, in writing, shall report such change in ownership to the Office of Long Term Care at least thirty (30) days before the change is to be implemented. With the exception of civil money penalties imposed for violations or deficiencies that occurred prior to the sale of ownership or control, when a license is granted pursuant to a change of ownership, the buyer shall be responsible for implementation or performance of any remedy listed in Section 1004.2 imposed against the facility for violations or deficiencies that occurred prior to the sale of ownership or control. The seller shall remain liable for all civil money penalties assessed against the facility that are imposed for violations or deficiencies occurring prior to the sale of ownership or operational control. The Department shall consider and may deny a license based upon any criteria provided for at Ark. Code Ann. § 20-10-224(f)(1), *et seq*. Failure to comply with the provisions of this section will result in the denial of licensure to the new owner.

404.8 The applicant/licensee must furnish the following information:

a. The identity of each person having (directly or indirectly) an ownership interest of five percent (5%) or more in the facility;

b. The complete name and address of the assisted living facility for which license is requested and such additional information as the Department may require including, but not limited to, affirmative evidence of ability to comply with standards, rules and regulations as are lawfully prescribed hereunder;

c. In case such facility is organized as a corporation, the identity of each officer and director of the corporation, together with a certificate of good standing from the Arkansas Secretary of State;

d. In case such facility is organized as a partnership, the identity of each partner and a copy of the partnership agreement;

e. A statement from an authorized representative of the facility acknowledging that the facility is responsible for any funds that are handled for the residents by the facility or its staff, including personal allowance funds, together with an acknowledgement that the failure to make restitution within ten (10) working days for lost or stolen funds will result in the non-renewal of licensure, or other sanctions;

f. A copy of any required contract agreement for the provision of services meeting specifications in Section 503 of these regulations;

g. A copy of the floor plan of the assisted living facility. If the assisted living facility will be a part of another facility under a different license, the distinct part of the facility that will be assisted living shall be identified.

404.9 A Level II assisted living facility may apply for and be granted a license to operate as a Level I-only facility. The facility shall, prior to the issuance of the license, provide a written plan to the Office of Long Term Care setting forth:

a. The means by which alternative placement for individuals who receive, or meet the medical eligibility for, nursing home level of care, will be made; and

b. The date of transfer to alternative placement for each resident that receives, or meets the medical eligibility for, nursing home level of care.

The Office of Long Term Care shall evaluate all written plans, and will grant the license as a Level I-only facility only upon determination, in the sole discretion of the Office, that the proposed plan meets the best interest of residents. The facility shall comply with all requirements of Section 602 regarding transfer of residents. A facility desiring to change its licensure status to a Level I from a Level II shall meet all requirements for, and shall make application without additional fee in accordance with, new licensure applications.

404.10 Procedure for Licensure. The procedure for obtaining an Assisted Living License shall be:

a. The individual or entity seeking licensure shall request or obtain all forms for licensure from the Office of Long Term Care.

b. The individual or applicant shall fully complete all forms for licensure and submit same to the Office of Long Term Care, along with all licensure and application fees. As applicable and required by law or regulation, the individual or entity seeking licensure shall submit drawings or plans for the facility to the Office of Long Term Care at the time of application.

c. For a new facility, at the time of application submission to the Office of Long Term Care the applicant shall, in writing, request a life-safety code survey from the Office of Long Term Care.

d. For a new facility, the Office of Long Term Care will conduct an unannounced life-safety code survey to determine compliance with applicable building code requirements.

e. For a new facility, upon being informed that the facility meets all requirements for all applicable building codes the facility may admit residents.

f. For a new facility, upon admission of residents the facility shall, in writing, request an initial survey.

g. For a new facility, the Office of Long Term Care will conduct an unannounced initial survey to determine compliance with applicable law and these regulations.

h. For a new facility, upon successful completion of the initial survey the facility shall be granted a license to operate as an Assisted Living Facility.

i. The Office of Long Term Care may elect, for any renewal application, to perform a survey prior to issuance of the license, and issuance of the license is contingent upon the facility being found in compliance with all program requirements.

405 CHANGE IN OWNERSHIP

405.1 Transactions constituting a change in ownership include, but are not limited to, the following:

a. Sale or donation of the facility's legal title;

b. Lease of any portion of facility's real or personal property;

c. A sole proprietor becomes a member of a partnership or corporation, succeeding him as the new operator;

d. A partnership dissolves;

e. One partnership is replaced by another through the removal, addition or substitution of a partner;

f. The corporate owner merges with, or is purchased by, another corporation or legal entity;

g. A not-for-profit corporation becomes a general corporation, or a for-profit corporation becomes not-for-profit.

405.2 Transactions that do not constitute a change of ownership include, but are not limited to, the following:

a. Changes in the membership of a corporate board of directors or board of trustees, or;

b. Changes in the membership of a not-for-profit corporation.

500 ADMINISTRATION

501 GOVERNING BODY

Each Level II assisted living facility must have an owner or governing body that has ultimate authority for:

a. The overall operation of the facility;

b. The adequacy and quality of care;

c. The financial solvency of the facility and the appropriate use of its funds;

d. The implementation of the standards set forth in these regulations; and

e. The adoption, implementation and maintenance, in accordance with the requirement of state and federal laws and regulations and these licensing standards, of assisted living policies and administrative policies governing the operation of the facility.

502 GENERAL PROGRAM REQUIREMENTS

Each person or legal entity issued a license to operate a Level II assisted living facility shall provide continuous twenty-four (24)-hour supervision and services that:

a. Conform to Office of Long Term Care rules and regulations;

b. Meet the needs of the residents of the facility;

c. Provide for the full protection of residents' rights; and

d. Promote the social, physical, and mental well being of residents.

503 CONTRACTUAL AGREEMENTS

A Level II assisted living facility shall not admit, or continue to provide care to, individuals whose needs are greater than the facility is licensed to provide. For ~~individuals whose needs are not greater than the facility is licensed to provide,~~ any service required under these regulations that is not provided directly by the facility, the facility must have a written contractual agreement~~/~~ or contract with an outside program, resource or service to furnish the necessary service.

504 PERSONNEL AND GENERAL POLICIES AND PROCEDURES

504.1 Required Policies and Procedures Governing General Administration of the Facility

The facility must develop, maintain, and make available for public inspection the following policies and procedures.

a. Resident policies and procedures as set forth in Section 505;

b. Admission policies as set forth in Section 601;

c. Discharge and transfer policies as set forth in Section 602;

d. Incident reporting policies and procedures as set forth in Section 507~~.2~~, including procedures for reporting suspected abuse or neglect ~~as set forth in Section 507~~.

e. Policies and procedures for the management of resident personal allowance accounts as set forth in Section 505.1 and Section 603.1(3)(N);

f. Residents' Rights policies and procedures as set forth in Section 603.1;

g. Fire safety standards as set forth in Section 504.1.1(i) and Section ~~905~~906;

h. Smoking policies for residents and facility personnel as set forth in Section 504.1.1(j) and Section ~~905~~906;

i. Policy and procedures regarding visitors, mail and associates as set forth in Section ~~601~~603.1(3)(K),(L), and (M);

j. Policy and procedures regarding emergency treatment plans as set forth in Section 505(l)~~(1)(2)(3)~~;

k. Policy and procedures for the relocation of residents in cases of emergencies (e.g., natural disasters, or utility outages)

l. Failure of a facility to meet the requirements of this subsection shall be a violation pursuant to Ark. Code Ann. § 20-10-205, *et seq*.

504.1.1 Each facility must have written employment and personnel policies and procedures. Personnel records shall include, as a minimum, the following:

a. Employment applications for each employee.

b. Written functional job descriptions for each employee that is signed and dated by the employee. Personnel records for each employee shall be maintained and shall include, as a minimum:

1. description of responsibilities and work to be performed, and which shall be updated as they change;

2. minimal qualifications, to include educational qualifications;

3. evidence of credentials, including current professional licensure or certification;

4. written statements of reference or documentation of verbal reference check – verbal check documentation must include the name and title of the person giving the reference, the substance of any statements made, the date and time of the call, and the name of the facility employee making the call;

5. documentation of education, documentation of continuing training, including orientation training and continuing education units (CEUs) related to administration certification, personal care, food management, etc. CEU documentation must include copies of the documentary evidence of the award of hours by the certifying organization;

6. documentation of attendance at in-service or on-the-job training, and orientation as required by the job description;

7. employee's signed acknowledgement that he or she has received and read a copy of the Residents' Bill of Rights;

8. results of the criminal record check required by law or regulation.

c. Verification that employee is at least 18 years of age;

d. Documentation that employees with communicable diseases, or with infected skin lesions, are prohibited from direct contact with residents or with residents' food, if direct contact will transmit the disease;

e. Verification that employee has not been convicted or does not have a substantiated report of abusing or neglecting residents or misappropriating resident property. The facility shall, at a minimum, prior to employing any individual or for any individuals working in the facility through contract with a third party, make inquiry to the Employment Clearance Registry of the Office of

Long Term Care and the Adult Abuse Register maintained by the Department of Human Services, Division of Aging and Adult Services, and shall conduct re-checks of all employees every ~~three (3)~~ five (5) years. Inquires to the Adult Abuse Registry shall be made by submitting a Request for Information form found in the Appendix, addressed to Adult Protective Services Central Registry, P. O. Box 1437, Slot S540, Little Rock, AR 72203;

f. Documentation that all employees and other applicable individuals utilized by the facility as staff have successfully complete a criminal background check pursuant to Ark. Code Ann. § 20-33-201, *et seq*. and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities;

g. A copy of a current health card issued by the Arkansas Department of Health or other entities as provided by law;

h. Documentation that employee has been provided a copy of all personnel policies and procedures. A copy of all personnel policies and procedures must be made available to OLTC personnel or any other Department;

i. Documentation that policies and procedures developed for personnel about fire safety standards and evacuation of building have been provided to the employee;

j. Documentation that policies and procedures developed for tobacco use have been provided to the employee;

Failure to comply with the provisions of this subsection or violation of any policies or procedures developed pursuant to this subsection shall be a violation pursuant to Ark. Code Ann. §20-10-205, and Ark. Code Ann. §206, or may constitute a deficiency finding against the facility.

504.1.2 The facility shall meet all regulations issued by the Arkansas Department of Health regarding communicable diseases. Further, the facility must prohibit employees with a communicable disease, or with infected skin lesions, from direct contact with residents or with residents' food, if direct contact will transmit the disease.

504.2 Required Staffing

504.2.1 Administrator

504.2.1.1 Each facility must designate a full-time (40 hours per week) administrator.

The administrator must be on the premises during normal business hours. The administrator has responsibility for daily operation of the facility. Correspondence from the Office of Long Term Care to the facility will be through the administrator. Sharing of administrators between assisted living facilities and other types of long-term care facilities is permitted pursuant to Section 504.2.1.4.

a. The administrator shall not leave the premises housing the assisted living facility during the day tour of duty without first designating an employee who will be responsible for the management of the facility during the administrator's absence.

b. The facility administrator shall notify the OLTC in writing if the administrator will be absent from the facility for seven (7) or more consecutive calendar days;

c. Each administrator will provide to the OLTC, on an annual basis, a copy of his or her current administrator certification. This submission must be every time when the facility seeks licensure, renewal of licensure, or upon change of ownership.

d. The facility may employ an individual to act both as administrator and as the facility's registered nurse under Section 504.2.2. At no time may the duties of administrator take precedence over, interfere with, or diminish the responsibilities and duties associated with the registered nurse position. In addition, when an individual is utilized or employed in a dual capacity to meet the requirements of this section and Section 504.2.2:

1. The person employed in the dual capacity must meet all licensing and certification requirements for both positions;

2. The use of a registered nurse as administrator does not remove or negate any requirements for a criminal record check for either position;

3. A registered nurse also employed as an administrator must meet the requirements of this section regarding remaining on the premises of the facility; the provisions for same in Section 504.2.2 do not apply.

504.2.1.2 All certifications must be current as required by the certification agency. This submission shall be made each time the facility seeks licensure, renewal of licensure, or upon a change of administrators.

504.2.1.3 The administrator must have the following minimum qualifications:

a. Must be at least 21 years of age;

b. Must have a high school diploma or have a GED;

c. Must have the ability and agree to comply with these regulations;

d. Must successfully complete a criminal background check pursuant to Ark. Code Ann. § 20-33-201, *et seq*. and in accordance with the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities;

e. Must not have been convicted, or have a substantiated report, of abusing, neglecting, or mistreating persons, or misappropriation of resident property. The adult abuse register maintained by the Department of Human Services, Division of Aging and Adult Services shall be checked prior to employment;

f. Must have no prior conviction pursuant to Ark. Code Ann. § 20-10-401, or relating to the operation of a long term care;

g. Must be certified as an Assisted Living Facility Administrator through a certification program approved by the OLTC or must be enrolled in a certification program with an expected completion date of within twelve (12) months. Until certification requirements for an Assisted Living Facility Administrator are in place, certification as a Residential Care Facility Administration or licensure as a Nursing Home Administrator may be used.

504.2.1.4 *Full time* means forty (40) hours per week during normal business hours. *Part time* means twenty (20) hours or more, but less than forty (40) hours, during normal business hours. When a structure or building houses more than one type of long-term care facility, a single administrator may be employed for all the long-term care programs housed within that structure, building or premises, provided:

a. The person employed as administrator must meet the qualifications for, and be currently licensed or certified as, an administrator for each type of long-term care facility for which he or she will act as administrator;

b. A second administrator shall be employed part-time when:

1. The total number of beds for all long-term care programs within the facility is more than seventy (70), and

2. The number of beds for each long-term care program within the facility is more than twenty (20) per program;

c. A second administrator shall be employed full-time when:

1. The total number of beds for all long-term care programs within the facility is more than seventy (70), and

2. The number of beds for each long-term care program within the facility is more than forty (40) per program.

504.2.2 Registered Nurse (RN)

The facility shall employ or contract with at least one (1) RN. The assisted living facility RN need not be physically present at the facility, but must be available to the facility by phone or pager. Except for participants of the Assisted Living 1915 (c) home and community based services Medicaid Waiver, the assisted living facility RN shall be responsible for the preparation, coordination, and implementation of the direct care services plan portion of the resident's occupancy admission agreement. An RN employed by the Division of Aging and Adult Services and who works with the Assisted Living 1915 (c) Home and Community Based Services Medicaid Waiver Program shall be responsible for Medicaid waiver participants' direct care services plan portions of the occupancy admission agreement. The assisted living facility RN, in conjunction with the physician, shall be responsible for the preparation, coordination and implementation of the health care services plan portion of the resident's occupancy admission agreement and shall review and oversee all LPN, CNA and PCA personnel. The assisted living facility RN may perform all job functions and duties of LPNs, CNAs or PCAs. The RN must be licensed by, and in good standing with, the State of Arkansas, and must comply with all requirements, including continuing education requirements, as established by law or regulation. No individual who is unlicensed may be employed as a RN.

504.2.3 Licensed Practical Nurses (LPN)

The facility shall employ or contract with LPNs to provide ~~medical~~ nursing or direct care services to residents. LPNs may administer medication and deliver ~~medical~~ nursing services as provided by Arkansas law or applicable regulation. The LPN can perform all job functions and duties of a CNA or PCA. All LPNs must be licensed by, and in good standing with, the State of Arkansas, and must comply with all requirements, including continuing education, as established by law or regulation. No individual who is unlicensed may be employed as a LPN.

504.2.4 Certified Nursing Assistants (CNA)

The facility shall employ CNAs to provide ~~non-medical and~~ direct care services to

residents. CNAs shall be permitted to perform the ~~basic medical~~ nurse aide duties set forth in Part II, Unit VII of the Rules and Regulations governing Long Term Care Facility Nursing Assistant Training Curriculum. These ~~basic medical~~ nurse aide duties include taking vital signs (temperature, pulse, respiration, blood pressure, height/weight); recognizing and reporting abnormal changes; death and dying and admission/transfer/discharge. The CNA can perform all job functions and duties of PCAs. All CNAs must be certified by, and in good standing with, the State of Arkansas, and must comply with all requirements, including continuing education, as established by law or regulation. No individual who is uncertified may be employed as a CNA, with the exception of CNA Trainees. CNA Trainees may be employed to perform those CNA duties for which they have completed their CNA training, and have been determined competent by the CNA program instructor. When utilizing CNA trainees, the facility shall have verification on file that demonstrates each trainee's competency to perform assigned duties and shall utilize CNA trainees in the manner and for the time permitted by Long Term Care Facility Nursing Assistant Training Program regulations. For purposes of this section, competency means skills performance approval by the trainee's instructor.

504.2.5 Personal Care Aide (PCA)

The facility shall employ PCAs who have attended and successfully completed an established curriculum for personal care aides to provide direct care services to residents.

504.3 To effectuate the intent of these regulations, the assisted living facility shall develop a staffing plan to ensure sufficient personnel/staff/employees are available to meet the needs of the residents. A facility shall meet minimum staffing ratios set forth below at all times, and shall utilize sufficient staff to meet each resident's particular direct care needs as agreed to and specified in the resident's direct care services plan portion of the occupancy admission agreement.

a. The facility administrator may be counted as direct care staff on shifts on which he or she is not performing or required to perform the duties of an administrator. The administrator must meet all licensing or certification requirements for the duties that the administrator is performing.

b. The facility shall have as many personnel/staff/employees awake and on duty at all times as may be needed to properly safeguard the health, safety, or welfare of the residents. For purposes of these regulations, *on duty* means that the individual is on the premises of the facility, is awake, and is able to meet residents' needs. ~~At least one administrator, on-site manager, or a responsible staff person shall be on the premises twenty-four (24) hours per day.~~ Residents shall not be left unsupervised, as that term is defined in subsection 601.3(a)(1). A minimum on-site staff-to-resident ratio shall be one (1) staff person per fifteen (15) residents from 7:00 a.m.

to 8:00 p.m., and one (1) staff person per twenty-five (25) residents from 8:00 p.m. to 7:00 a.m., but in no event shall there be fewer than two (2) staff persons on-duty at all times, one of which shall be a ~~There shall be a minimum of one (1)~~ CNA ~~on the premises per shift~~. ~~This person shall count toward the minimum staffing requirement.~~ The facility shall designate one staff member as the on-site manager outside normal business hours. In addition to the staff requirements set forth above in this subsection, facilities shall have an administrator on-site during normal business hours, as required in Section 504.2.1.1. Staff persons who live on site~~,~~ but are sleeping shall not be counted for minimum staffing. All needed direct care staff may be PCAs, unless otherwise specified elsewhere in these regulations.

Facilities may employ *flex staffing*. Flex staffing permits facilities to vary the beginning and ending hours for shifts, so that facilities may maximize staff time to the benefit of residents. Facilities can designate that their shifts will begin earlier or later than specified above.

When facilities utilize flex staffing, the shifts must meet the staffing requirements set forth herein for the *entire period of the shift*. As way of example only, if a facility begins a shift at 6:00 a.m., rather than 7:00 a.m. in the example above, the minimum staffing requirement of one (1) staff person per fifteen (15) residents will be required until 7:00 p.m., and those minimums must be maintained throughout the entire period.

The Office of Long Term Care shall be notified in writing when a facility implements a flex-staffing schedule. The written notice shall state the beginning and ending hours of each shift under the flex staffing.

c. Each staff person on duty may be counted as direct care staff even if they are currently involved in housekeeping, laundry or dietary activities as long as universal precautions are followed.

504.4 All staff and contracted providers having direct contact with residents as well as all food service personnel shall receive orientation and training on the following topics within the time frames specified herein:

a. Within seven (7) calendar days of hire:

1. Building safety and emergency measures, including safe operation of fire extinguishers and evacuation of residents from the building;

2. Appropriate response to emergencies;

3 Abuse, neglect, and financial exploitation and reporting requirements;

4. Incident reporting;

5. Sanitation and food safety;

6. Resident health and related problems;

7. General overview of the job's specific requirements;

8. Philosophy and principles of independent living in an assisted living residence.

9. Residents' Bill of Rights;

b. Within thirty (30) calendar days of hire:

1. Medication supervision/management;

2. Communicable diseases, including AIDS or HIV and Hepatitis B; infection control in the residence and the principles of universal precautions based on OSHA guidelines;

3. Dementia and cognitive impairment;

c. Within one hundred eighty (180) calendar days of hire:

1. Communication skills;

2. Review of the aging process and disability sensitivity training.

504.4.1 All staff and contracted providers having direct contact with residents and all food service personnel shall receive a minimum of six (6) hours per year of ongoing education and training to include in-service and on-the-job training designed to reinforce the training set forth in Section 504.4(a)(b)(c).

504.5 Facility staff, administrators and owners are prohibited from being appointed as, or acting as, guardian of the person or the estate, or both, for residents of the facility.

505 <u>GENERAL REQUIREMENTS CONCERNING RESIDENTS</u>

The facility shall:

a. Permit unrestricted visiting hours. However, facilities may deny visitation when visitation results, or substantial probability exists that visitation will

result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.

b. Make keys to residences readily available to facility personnel in the event of an emergency need to enter a residence.

c. With the exception of fish in aquariums and service animals (e.g. guide dogs), live animals shall not be permitted in common dining areas, storage areas, food preparation areas or common serving areas. Pets may be permitted in assisted living facilities if sanitary conditions and appropriate behavior are maintained. If the facility permits pets, the facility shall ensure that the facility is free of pet odors and that pets' waste shall be disposed of regularly and properly. Pets must not present a danger to residents or guests. Current records of inoculations and license, as required by local ordinance, shall be maintained on file in the facility. For purposes of these regulations, *pets* mean domesticated mammals (such as dogs and cats), birds or fish, but not wild animals, reptiles, or livestock. Parameters for pets (including behavior and health) must be set and be included in the occupancy admission agreement.

d. Require that conduct in the common areas shall be appropriate to the community standards as defined by the residents and staff.

e. Ensure that there shall be only one resident to an apartment or unit except in situations where residents are husband and wife or are two consenting adults who have ~~requested and~~voluntarily agreed in writing to share an apartment or unit that has been executed by the resident or responsible party as appropriate and is maintained by the facility in each resident's record.

f. Except in cases of spouses, or consenting adults who have agreed otherwise in writing, ensure that male and female residents do not have adjoining rooms that do not have full floor to ceiling partitions and closable solid core doors.

g. Ensure that residents not perform duties in lieu of direct care staff, but may be employed by the facility in other capacities.

h. Ensure that residents are not left in charge of the facility.

i. Ensure that a minimum of one phone jack is available in each resident's apartment or unit for the resident to establish private phone service in his or her name. In addition, there shall be, at a minimum, one dedicated facility phone and phone line for every forty (40) residents in common areas. The phone shall allow unlimited local calling without charge. Long distance calling shall be possible at the expense of the resident or

responsible party via personal calling card, pre-paid phone card, or similar methods. Residents shall be able to make phone calls in private. "Private" can be defined as placing the phone in an area that is secluded and away from frequently used areas.

j. Ensure that residents are afforded the opportunity to participate in social, recreational, vocational, and religious activities within the community, and any activities made available within the facility.

k. Document that each resident has a physician or advance practice nurse of his or her choice who is responsible for the overall management of the resident's health.

l. In the event of a resident's illness or accident:

1. Notify the resident's responsible party or next of kin and personal physician or advance practice nurse, or in the event such physician or advance practice nurse is not available, a qualified alternate. A competent resident may decline to have someone contacted, if such a request is in writing and is filed in the resident's file;

2. Take immediate and appropriate steps to see that the resident receives necessary medical attention including transfer to an appropriate medical facility;

3. Make a notation of the illness or accident in the resident's records.

505.1 Financial Management of Resident Personal Allowance

Each facility must provide for the safekeeping and accountability of resident funds in accordance with this Section and Section 603.1(3)(N). A facility may not require the resident to deposit funds with the facility.

505.1.1 The facility must have written policies and procedures for the management of personal funds accounts with an employee designated to be responsible for these accounts. In addition, the facility shall ensure that:

a. Each person receiving SSI shall have the opportunity to place personal funds in an account. No fee shall be charged by the facility for maintaining these accounts;

b. Persons who receive SSI are entitled to retain an amount from their income for personal needs consistent with federal requirements;

c. The facility shall hold personal funds in trust for the sole use of the residents, and such funds must not be commingled with the funds

of the facility or used for any purpose other than for the benefit of the resident;

d. The personal funds shall be used at the discretion of the resident or responsible party;

e. The resident may terminate his or her facility-maintained account and receive the current balance within seven (7) calendar days of the termination of the account;

f. The facility maintains individual records for each resident who has an account that shows all debits and credits to the account, and that maintains a running, current balance;

g. The facility documents all personal transactions and maintains all paid bills, vouchers, and other appropriate payment and receipt documentation in the manner prescribed by the Department or by law;

h. If the facility deposits personal allowance funds, they shall be deposited in individual or collective interest bearing, federally insured bank accounts. If these accounts are established, the facility must develop a procedure to insure the equitable distribution of interest to each resident's account;

i. At least quarterly, the facility supplies each resident or responsible party who has a personal account with a statement showing all deposits, withdrawals and current balance of the resident's personal allowance account;

j. The facility provides the Department access to required resident financial records upon request;

k. At a minimum, the resident has access to his or her personal allowance account during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday;

l. The facility does not charge the resident additional amounts for supplies or services that the facility is by law, regulation, or agreement required to provide under the basic charge;

m. Services or supplies provided by the facility beyond those that are required to be included in the basic charge are charged to the person only with the specific written consent of the resident or his or her responsible party;

n. Whenever a resident authorizes a facility to exercise control over his or her personal allowance, such authorization is in writing and signed by the resident or his or her responsible party, and the administrator of the facility or his or her designee. Any such money shall not be commingled with the funds, or become an asset, of the facility or the person receiving the same, but shall be segregated and recorded on the facility's financial records as independent accounts.

505.1.2 Transfer of resident funds must meet the following requirements:

a. At the time of discharge from the assisted living facility, the resident or his or her responsible party or agent shall be provided a final accounting of the resident's personal account and issued the outstanding balance within seven (7) calendar days of the date of discharge. If the resident is being transferred to another assisted living facility or health care facility, the resident or responsible party shall be given an opportunity to authorize transfer of the balance to a resident account at the receiving facility;

b. Upon death of a resident, a final statement of the account must be made and all remaining funds shall be transferred to the resident's estate, subject to applicable state laws;

c. Upon change of ownership, the existing owner must provide the new owner with a written statement of all resident personal funds. This statement shall verify that the balance being transferred in each resident fund account is true and accurate as of the date of transfer;

d. At change of ownership, the new owner must assume responsibility for account balances turned over at the change of ownership together with responsibility for all requirements of this Section, including holding of resident's funds in trust.

505.1.3 The facility must maintain inventory records and security of all monies, property or things of value that the facility agrees to store for the resident outside of the resident's apartment or unit and that the resident has voluntarily authorized, in writing, the facility to hold in custody or exercise control over at the time of admission or any time thereafter.

505.1.4 If a responsible party or payee fails to pay an assisted living facility's charges or to provide for the resident's personal needs, the facility shall notify the Department of Human Services, Division of Aging and Adult Services, Adult Protective Services.

506 QUALITY ASSURANCE

~~The assisted living facility shall develop written policies and procedures for monitoring the quality of services provided to residents.~~ The Assisted Living Facility shall develop and maintain a quality assessment unit. The unit shall meet at least quarterly to identify issues with respect to which quality assessment and assurance activities are necessary, and to develop and implement appropriate plans of action to correct identified quality deficiencies

The quality assessment unit shall consist of the individual or individuals identified by the facility as having the ability to recognize and identify issues of quality deficiencies and to implement changes to facility and employee practices designed to eliminate identified issues of quality deficiencies.

Good faith attempts by the unit to identify and correct quality deficiencies will not be used as a basis for sanctions.

507 REPORTING SUSPECTED ABUSE, NEGLECT, OR MISAPPROPRIATION OF RESIDENT PROPERTY

Pursuant to Ark. Code Ann. §5-28-101, *et seq*. and Ark. Code Ann. § 12-12-501, *et seq*., the facility must develop and implement written policies and procedures to ensure incidents are prohibited, reported, investigated and documented as required by these regulations and by law, including:

- alleged or suspected abuse or neglect of residents;
- exploitation of residents or any misappropriation of resident property.

A facility is not required under this regulation to report death by natural causes. However, nothing in this regulation negates, waives, or alters the reporting requirements of a facility under other regulations or statutes.

Facility policies and procedures regarding reporting, as addressed in these regulations, must be included in orientation training for all new personnel/staff/employees and must be addressed at least annually during in-service training for all facility staff.

507.1 Next-Business-Day Reporting of Incidents

The following events shall be reported to the Office of Long Term Care by facsimile transmission to telephone number 501-682-8540 of the completed Incident & Accident Intake Form (Form DMS-731) no later than 11:00 a.m. on the next business day following discovery by the facility.

a. Any alleged, suspected, or witnessed occurrences of abuse, including

verbal statements or gesturers, or neglect to residents.

b. Any alleged, suspected, or witnessed occurrence of misappropriation of resident property or exploitation of a resident.

c. Any alleged, suspected, or witnessed occurrences of sexual abuse to residents by any individual.

In addition to the requirement of a facsimile report by the next business day on Form DMS-731, the facility shall complete a Form DMS-742 in accordance with Section 507.5. Forms DMS-731 and DMS-742 are found in the Appendix.

507.2 Incidents or Occurrences that Require Internal Reporting Only – Facsimile Report or Form DMS-742 Not Required

The following incidents or occurrences shall require the facility to prepare an internal report only and does not require a facsimile report or Form DMS-742 to be made to the Office of Long Term Care. The internal report shall include all content specified in Section 507.3, as applicable. Facilities must maintain these incident report files in a manner that allows verification of compliance with this provision.

a. Incidents where a resident attempts to cause physical injury to another resident without resultant injury. The facility shall maintain written reports on these types of incidents to document "patterns" of behavior for subsequent actions.

b. All cases of reportable disease as required by the Arkansas Department of Health.

c. Loss of heating, air conditioning, or fire alarm system for a period of greater than two (2) hours.

507.3 Internal-Only Reporting Procedure

Written reports of all incidents and accidents shall be completed within five (5) days after discovery. The written incident and accident reports shall be comprised of all information specified in forms DMS-731 and DMS-742 as applicable.

All written reports will be reviewed, initialed, and dated by the facility administrator or designee within five (5) days after discovery.

1. All reports involving accident or injury to residents will also be reviewed, initialed, and dated by the facility registered nurse within five (5) days of the review by the facility administrator.

2. The direct care services and health care services plan portions of the occupancy admission agreement shall be reviewed by the registered nurse and:

   a. Shall be amended upon any change of a resident's condition or need for services;

   b. Copies of the amended versions of the direct care services and health care plan, or both of them, shall be attached to the written report of the incident or accident.

Reports of incidents specified in Section 507.2 will be maintained in the facility only and are not required to be submitted to the Office of Long Term Care.

All written incident and accident reports shall be maintained on file in the facility for a period of three (3) years from the date of occurrence or report, whichever is later.

507.4 Other Reporting Requirements

The facility's administrator or designee is also required to make any other reports as required by state and federal laws and regulations.

507.5 Abuse Investigation Report

The facility must ensure that all alleged or suspected incidents involving resident abuse, exploitation, neglect, or misappropriations of resident property are thoroughly investigated. The facility's investigation must be in conformance with the process and documentation requirements specified on the Form DMS-742, and must prevent the occurrence of further incidents while the investigation is in progress.

The results of all investigations must be reported to the facility's administrator or designated representative and to other officials in accordance with state law, including the Office of Long Term Care, within five (5) working days of the facility's knowledge of the incident. If the alleged violation is verified, appropriate corrective action must be taken.

The DMS-742 shall be completed and mailed to the Office of Long Term Care by the end of the 5th working day following discovery of the incident by the facility. The DMS-742 may be amended and re-submitted at any time circumstances require.

507.6 Reporting Suspected Abuse or Neglect

The facility's written policies and procedures shall include, at a minimum,

requirements specified in this section.

507.6.1 The requirement that the facility's administrator or his or her designated agent immediately reports all cases of suspected abuse or neglect of residents of an assisted living facility to the local law enforcement agency in which the facility is located as required by Ark. Code Ann. § 5-28-203(b) and as amended.

507.6.2 The requirement that the facility's administrator or his or her designated agent report suspected abuse or neglect to the Office of Long Term Care as specified in this regulation.

507.6.3 The requirement that all facility personnel/staff/employees who have reasonable cause to suspect that a resident has been subjected to conditions or circumstances that have resulted in abuse or neglect are required to immediately notify the facility administrator or his or her designated agent (this does not negate that all mandated reporters employed by or contracted with the facility shall report immediately to the local law enforcement agency in which the facility is located as required by Ark. Code Ann. § 5-28-203(b)).

507.6.4 The requirement that, upon hiring, each facility employee be given a copy of the abuse or neglect reporting and prevention policies and procedures and sign a statement that the policies and procedures have been received and read. The statement shall be filed in the employee's personnel file.

507.6.5 The requirement that all facility personnel receive annual, in-service training in identifying, reporting and preventing suspected abuse or neglect, and that the facility develops and maintains policies and procedures for the prevention of abuse and neglect and accidents.

507.7 When the Office of Long Term Care makes a finding that a facility employee or personnel of the facility committed an act of abuse, neglect or misappropriation of resident property against a resident, the name of that employee or personnel shall be placed in the Employment Clearance Registry of the Office of Long Term Care. If the employee or personnel against whom a finding is made is a CNA, the name of the CNA will be placed in the CNA Registry of the Office of Long Term Care. Further, the Office of Long Term Care shall make report of its finding to the appropriate licensing or enforcement agencies.

508 <u>RESIDENT RECORDS</u>

508.1 The assisted living facility must maintain a separate and distinct record for each resident. The record must contain:

a. Resident's name;

b. Resident's last address;

c. Date the resident began residing at the facility;

d. Name, office telephone number, and emergency telephone number of each physician or advance practice nurse who treats the resident;

e. Name, address, and telephone number of the responsible party, or if no responsible party, the person who should be contacted in the event of an emergency involving death of the resident;

f. All identification numbers such as Medicaid, Medicare or Medipak, Social Security, Veterans Administration and date of birth;

g. Any other information that the resident requests the assisted living facility to keep on record;

h. A copy of the resident's signed "Residents' Bill of Rights" Statement;

i. A copy of the current occupancy admission agreement that includes the resident's direct care services plan, health care services plan updated within the specified time frames and transfer/discharge plan (when applicable);

j. On admission, and each time there is a change in services provided the resident, a written acknowledgement that the resident or his or her responsible party has been notified of the charges for the services provided;

k. Information about any specific health problem of the resident that might be necessary in a medical emergency. Such records should specify any medication allergies. If none, state "no known allergies";

l. A brief medical history;

m. A list of all current medications, including strength and dosage, kept by the facility for the resident;

n. Name of the resident or his or her responsible party's preferred pharmacy;

o. An entry shall be made at any time the resident's status changes or in the event of an unusual occurrence. This documentation shall include:

1. Falls;

2. Illness;

3. Physician or advance practice nurse visits;

4. Problem with staff members or others;

5. Hospitalization;

6. Physical injury sustained;

7. Changes in the resident's mental or physical condition;

p. Copy of any compliance agreement;

q. A copy of court orders, letters of guardianship, or power of attorney if applicable;

r. Copy of advance directive, if applicable;

s. Discharge date.

508.2 The facility must maintain the resident's records in the following manner:

a. Each resident shall have the right to inspect his or her records during normal business hours in accordance with state and federal law;

b. The facility must not disclose any resident records maintained by the facility to any person or agency other than the facility personnel, the OLTC or the Attorney General's Office except upon expressed written consent of the resident or his or her responsible party unless the disclosure is required by state or federal law or regulation;

c. Each facility must provide a locked file cabinet or locked room for keeping resident's medical, social, personal, and financial records;

d. The facility must maintain the original records in an accessible manner for a period of five (5) years following the death or discharge of a resident;

e. The original resident records shall be kept on the facility premises at all times, unless removed pursuant to subpoena.

f. In the event of a change of ownership, the resident records shall remain with the facility.

g. If the facility closes, the resident records shall be stored by the owner of

the facility within the State of Arkansas for five (5) years.

h. The facility shall take reasonable actions to protect the resident records from destruction, loss, or unauthorized use.

600 ADMISSION, DISCHARGE AND TRANSFER

Ark. Code Ann. § 20-10-1005 provides for involuntary and voluntary discharges. These regulations are supplemental to the statute and if in conflict, the statute governs.

601 ADMISSIONS

601.1 Admission Criteria

The Level II licensed assisted living facility shall not admit any resident whose needs are greater than the facility is licensed to provide. The assisted living facility shall not provide services to residents who:

a. need 24-hour nursing services;

b. are bedridden;

c. have a temporary (more than fourteen (14) consecutive days) or terminal condition unless a physician or advance practice nurse certifies the resident's needs may be safely met by a service agreement developed by the assisted living facility, the attending physician or advance practice nurse, a registered nurse, the resident or his or her responsible party if the resident is incapable of making decisions, and other appropriate health care professionals as determined by the resident's needs;

d. have transfer assistance needs, including but not limited to assistance to evacuate the facility in case of emergency, that the facility cannot meet with current staffing;

e. present a danger to self or others or engage in criminal activities.

601.2 Pre-Admission Evaluation

Each applicant shall receive an initial evaluation completed by the facility prior to admission to determine whether the resident's needs can be met by the assisted living facility, and the resident's needs are not greater than the facility is licensed to provide.

601.3 Occupancy Admission Agreement

Prior to or on the day of admission, the assisted living facility and the resident or his or her responsible party shall enter into an occupancy admission agreement. For admissions due to emergency circumstances, an individual shall enter into the assisted living facility as a provisional placement with an occupancy admission agreement between the assisted living facility and the individual or his or her responsible party in place within thirty (30) calendar days of admission if it is determined the individual is appropriate for admission into the assisted living facility. The agreement shall be in writing and shall be signed by both parties. Each resident or his or her responsible party, prior to the execution of the occupancy admission agreement, shall have an opportunity to read the agreement. In the event that a resident or his or her responsible party is unable to read the agreement, necessary steps shall be taken to ensure communication of its contents to the resident or his or her responsible party. The resident or his or her responsible party shall be given a signed copy of the agreement, and a copy signed by the resident or his or her responsible party, and assisted living facility shall be retained in the resident's record. The occupancy admission agreement shall include, at a minimum, the following:

a. Basic core services that the assisted living facility shall provide including, but not limited to:

1. 24-hour staff supervision by awake staff. Provided, however, that the phrase *24-hour staff supervision* does not require continuous, uninterrupted visual monitoring, and does not place any responsibility with the facility for the conduct of a resident who is away from the facility. This definition does not mean, and is not intended to imply, that a facility is not responsible for any resident who has eloped, as that term is defined in these regulations;

2. Assistance in obtaining emergency care 24-hours a day. This provision may be met with an agreement with an ambulance service or hospital or emergency services through 911;

3. Assistance with social, recreational and other activities;

4. Assistance with transportation (this does not include the provision of transportation;

5. Linen service;

6. 3 meals a day;

~~7. Medication assistance (to the extent permitted under the Nurse Practice Act and interpretations thereto by the Arkansas Board of Nursing) or monitoring.~~

b. Direct Care Services:

1. Services identified by the resident or his or her responsible party that are not included in the assisted living facility's core services (see Section 601.3(a) for basic core services) but are available in the facility on an additional fee basis (see Section 700.1.3, Section 700.2.3, Section 700.3.3 and Section ~~902~~903(i) for examples of ancillary services on an additional fee basis) for which the resident or his or her responsible party must sign a request that acknowledges the additional cost and the services provided in the facility for that additional cost;

2. Arrangements for other services identified as needed by the resident or his or her responsible party but are not available in the assisted living facility;

c. Health Care Services:

1. Health care services identified as needed by the resident or his or her responsible party that are not included in the assisted living facility's basic core services but are available in the facility on an additional fee basis, for which the resident or his or her responsible party must sign a request that acknowledges the additional cost and the services provided in the facility for that additional cost ;

2. Arrangements for other health care services identified as needed by the resident or his or her responsible party but are not available in the assisted living facility;

d. Parameters for pets to include behavior and health;

e. A current statement of all:

1. Fees,

2. Daily, weekly or monthly charges,

3. Any other services that are available on an additional fee basis for which the resident or his or her responsible party must sign a request acknowledging the additional cost and the services provided for that charge;

All fees that a resident will be billed (basic core and other fees) shall be disclosed in writing to the resident and made a part of the occupancy admission agreement prior to the receipt of the services. If no prior agreement is obtained, the services may not be billed to the resident or the

resident's responsible party.

f. A statement that residents or their responsible parties shall be informed, in writing, at least thirty (30) days prior to general rate changes;

g. The refund policy that addresses refund of advance payment(s) in the event of transfer, death or voluntary or involuntary discharge. The facility shall ensure, and the policy shall include, as a minimum, the following:

1. For a fourteen-day (14) period beginning on the date of entry into a facility, the resident or his or her responsible party shall have the right to rescind any contractual obligation into which he or she has entered and receive a full refund of any moneys transferred to the facility. If the resident entered the facility and received some benefit therefrom, the charges of the services provided shall be prorated and payment made only for the benefits conferred prior to the refund;

2. In the event of discharge for medical reasons, the refund policy must address the resident's need to maintain on-going medical care and services, and for that reason, refunds shall be on a pro-rata basis regardless of income source;

3. If, after the expiration of the fourteen-day (14) period referenced in Section 601.3(g)(1) above, the resident or his or her responsible party provides a ten (10) day notice, any applicable refund shall be available the day the resident is discharged from the facility. If the resident or his or her responsible party does not provide a ten (10) day notice, any applicable refund will be available within ten (10) days of the resident's departure;

h. Procedure for nonpayment of fees;

i. Whether the resident or his or her responsible party chooses to ask the facility to accept responsibility for the resident's personal funds;

j. Whether the resident shall assume responsibility for his own medication;

k. The resident or his or her responsible party's authorization and consent to release medical information as needed;

l. Provisions for the continuous assessment of the resident's needs, referral for appropriate services as may be required if the resident's condition changes and referral for transfer or discharge if required due to a change in the resident's condition;

m. A statement that a resident may not be required to perform services for the assisted living facility except as provided for in the occupancy admission agreement or a subsequent written agreement. A resident and the assisted living facility may agree in writing that a resident will perform certain activities or services in the facility if the resident volunteers or is compensated at or above prevailing rates in the community. If a resident is compensated for performance of certain activities to which the resident and the facility agree, the resident shall have to undergo a criminal record check;

n. Conditions under which emergency transfers or discharges shall be made and procedures for handling such transfers or discharges;

o. Conditions or events resulting in termination of the occupancy admission agreement;

p. Resident's or his or her responsible party's responsibilities;

q. Written documentation of the resident's or his or her responsible party's preference regarding the formulation of an Advance Directive in accordance with Arkansas law. If applicable, a copy of the resident's Advance Directive shall be available;

r. Copy of Compliance Agreement (if applicable);

s. Other information as may be appropriate.

601.4 Retention Conditions

Pursuant to Act 1230 of 2001, Section 4 (c), no resident shall be permitted to remain in an assisted living facility if the resident's condition requires twenty-four (24) hour nursing care or other services that an assisted living facility is not authorized by law to provide, and the care is more than episodic as set forth in subsection (d) below. Further, this prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement.

A diagnosis of Alzheimer's or related dementia, standing alone, shall not disqualify an individual from placement or residency in a Level II Assisted Living Facility. However, if the individual with a diagnosis of Alzheimer's or related dementia requires twenty-four hour nursing care, and the period of twenty-four (24) hour nursing care is more than episodic as set forth in subsection (d), below, the individual cannot be admitted to, or remain a resident of, a Level II Assisted Living Facility.

~~Subject to the foregoing restriction, an~~ An assisted living facility may retain a

resident ~~who~~ whose condition requires episodic, twenty-four (24) hour nursing care, or who becomes incompetent or incapable of recognizing danger, summoning assistance, or expressing need ~~or making care decisions~~ provided that the facility ensures all of the following:

a. That adequate oversight, protection and services are provided for the person;

b. That the resident has a guardian or has an agent with a current power of attorney, regardless of whether it is durable, for health care or both. The power of attorney for health care must substantially cover the person's areas of incapacity to meet the requirement of this subsection;

c. That both the service agreement and compliance agreement, if required, is signed by the guardian and the health care agent or the agent with power of attorney, if any; and

d. The retention is for a period of no more than ninety (90) days, with no more than a total of two (2) ninety (90) day periods for a single resident in any continuous twelve (12) month period.

602 INVOLUNTARY TRANSFER OR DISCHARGE OF RESIDENT

Except in cases of provisional placements, in the event of involuntary transfer or discharge of a resident, the assisted living facility shall:

a. Discuss with the resident the decision to transfer or discharge the resident;

b. Inform the resident of the reason for the transfer or discharge;

c. Inform the resident of any available alternative to the transfer or discharge;

d. Provide a thirty (30) day written notice of transfer or discharge, unless an immediate discharge is required to ensure the welfare of the resident or the welfare of other residents may be immediately affected or the conditions found in Ark. Code Ann. § 20-10-1005(a)(1) exist. The written notice shall contain, at a minimum:

1. The reason or reasons for the transfer or discharge;

2. Except for a transfer pursuant to Section 404.9, a statement of the resident's right of appeal;

3. Except for a transfer pursuant to Section 404.9, a statement that an appeal must be made to the Office of Long Term Care;

4. Except for a transfer pursuant to Section 404.9, a statement that the notice of appeal must be made within seven (7) calendar days of the written notice of transfer or discharge to the resident.

e. In the event an immediate transfer or discharge is required pursuant to the conditions set forth in Section 602(d), the assisted living facility shall advise the resident or his or her responsible party, and immediate arrangements shall be made based on the written occupancy admission agreement to transfer or discharge such resident to an appropriate facility.

f. Where there is no responsible party or the responsible party is unwilling to act, the assisted living facility shall notify the Department of Human Services' Adult Protective Services for the county in which the assisted living facility is located and other appropriate agencies when transfer assistance is needed.

g. Provide a copy of pertinent information that must include:

1. Identifying information including social security number and Medicaid number if there is one, and birth date;

2. Responsible party contact information;

3. Summary of needs/problems including medications, treatments and diagnosis;

4. Social history, if available;

h. Refund to the resident or his or her responsible party any security deposit, less appropriate deductions for damage or specific charges made to the assisted living facility by or on behalf of the resident.

i. Document in the resident's file the reasons for the transfer or discharge. Prior to making such transfer or discharge, the assisted living facility shall:

1. Develop a transfer or discharge plan consistent with the occupancy admission agreement;

2. Document in the resident's file the following:

A. The reason for the transfer or discharge;

B. The strategies used, if any, to prevent involuntary transfer or discharge;

C. The fact that the resident or his or her responsible party was informed and the manner in which they were informed;

D. The name, address, and telephone number of the individual or location to which the resident is to be transferred or discharged.

j. If it is determined that there is a medical need for a transfer to another health care facility because the assisted living facility cannot meet the resident's needs, such transfers shall be initiated promptly. The registered nurse shall be notified and shall ensure:

1. That the resident is receiving appropriate care prior to transfer or discharge;

2. That discharge or transfer occurs in a manner consistent with the medical needs of the resident including arrangements for appropriate transportation.

602.1 Conditions of Termination of the Occupancy Admission Agreement

Pursuant to Act 1230 of 2001, Section 4 (c), no resident shall be permitted to remain in an assisted living facility if the resident's condition requires twenty-four (24) hour nursing care or other services that an assisted living facility is not authorized by law to provide. See also Section 601.1. Further, this prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement. Subject to the foregoing, supplemental services may be provided as an alternative to termination. In no event shall an assisted living facility terminate an occupancy admission agreement if the resident or his or her responsible party arranges for the needed services and any unmet needs. Supplemental services may be provided by the resident's family, facility staff or private duty staff as agreed between the resident and the facility. The occupancy admission agreement shall not be terminated except under one of the following conditions:

a. By written notification by either party giving the other party thirty (30) calendar days written notice, provided, however, that if an emergency condition exists whereby the continued residency of the resident will constitute immediate jeopardy, a direct threat or the substantial risk of serious harm, serious injury, impairment or death to other residents, the facility may immediately discharge the resident. In such cases, the facility shall document the nature of the emergency and the reasons why it could not permit the continued residency of a resident, and shall provide a written statement of discharge containing the reason for the discharge, and stating the right and method to appeal the discharge;

b. The resident's mental or physical condition deteriorates to a level requiring services that cannot be provided in a Level II assisted living facility;

c. The resident's condition requires twenty-four (24) hour nursing care as defined in Section 300;

d. The resident's behavior or condition poses an immediate threat to the health or safety of self or others;

e. The resident or his or her responsible party refuses to cooperate in an examination by a physician or advance practice nurse or licensed psychologist of his or her own choosing to determine the resident's health or mental status for the purpose of establishing appropriateness for retention or termination;

f. The resident's fees have not been paid, provided the resident or his or her responsible party was notified and given thirty (30) days to pay any deficiency;

g. The resident or his or her responsible party refuses to enter into a negotiated compliance agreement, refuses to revise the compliance agreement when there is a documented medical reason for the need of a negotiated compliance agreement or revision thereto, or refuses to comply with the terms of the compliance agreement (See Section 705, Compliance Agreements);

h. Other written conditions as may be mutually established between the resident or his or her responsible party and the assisted living facility at the time of admission or any time thereafter.

603 BILL OF RIGHTS

603.1 Residents' Bill of Rights

1. Each assisted living facility must post the Residents' Bill of Rights, as provided by the Department, in a prominent place in the facility. The Residents' Bill of Rights must prominently display the toll-free number for contacting the Office of Long Term Care and filing a complaint, or the facility must post the number and its purpose beside the Residents' Bill of Rights. Further, the facility shall prominently display the contact information for the State Ombudsman's office. A copy of the Residents' Bill of Rights must be given to each resident in a manner and form comprehendible to the resident or his or her responsible party.

2. A resident has all the rights, benefits, responsibilities, and privileges

granted by the constitution and laws and regulations of this state and the United States except where lawfully restricted. The resident has the right to be free of interference, coercion, discrimination, or reprisal in exercising these civil rights.

3. In addition to the provisions of Section 603.1(1)(2), each resident in the assisted living facility has the right to, and the facility shall ensure that residents shall:

   A. Be free from physical or mental abuse, including corporal punishment;

   B. Be permitted to participate in activities of social, religious, or community groups unless the participation interferes with the rights of others;

   C. Be provided a schedule of individual and group activities appropriate to individual resident needs, interests and wishes;

   D. Be, at a minimum, provided:

      (i.) In-house activities and programs, the character and scope of which shall be disclosed to potential residents or their responsible parties in writing as part of the application process;

      (ii.) Group recreation and socialization;

   E. Not be prevented in any way from the practice of the religion of the resident's choice. The assisted living facility shall not be expected to participate or facilitate the practice of religion beyond arranging or coordinating transportation to the extent possible;

   F. Be treated with respect, kindness, consideration, and recognition of his or her dignity and individuality, without regard to race, religion, national origin, sex, age, disability, marital status, sexual orientation or source of payment. This means that the resident:

      (i.) has the right to make his or her own choices regarding personal affairs, care, benefits, and services,

      (ii.) has the right to be free from abuse, neglect, and exploitation, and

      (iii.) if protective measures are required, has the right to designate a guardian or representative to ensure the right to

quality stewardship of his or her affairs to the extent permitted by law;

G. Be provided a safe and appropriate living environment;

H. Not be confined to his or her apartment or bed;

I. Not be prohibited from communicating in his or her native language with other residents or personnel/staff/employees;

J. Be permitted to complain about the resident's care or treatment. The complaint may be made anonymously or communicated by a person designated by the resident. The provider must promptly respond to resolve the complaint. The provider must not discriminate or take any punitive, retaliatory, or adverse action whatsoever against a resident who makes a complaint or causes a complaint to be made;

K. Be allowed to receive and send unopened mail, and the provider must ensure that the resident's mail is sent and delivered promptly;

L. Be allowed communication, including personal visitation with any person of the resident's choice, including family members, representatives of advocacy groups, and community service organizations;

M. Be allowed to make contacts with the community and to achieve the highest level of independence, autonomy, and interaction with the community of which the resident is capable;

N. Be allowed to manage his or her financial affairs. The resident may authorize in writing another person to manage his or her money. The resident may choose the manner in which his or her money is managed, including a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, as desired by the resident. The resident or his or her responsible party must be given, upon request of the resident or his or her responsible party, but at least quarterly, an accounting of financial transactions made on his or her behalf by the facility should the facility accept his or her written delegation of this responsibility to the facility in conformance with state law. Further, if a facility agrees to manage residents' funds, the facility shall indemnify and hold harmless the resident from any loss of or theft of funds;

O. Be allowed access to the resident's records. Resident records are

confidential and may not be released without the resident's or his or her responsible party's consent unless the release without consent is required by law;

P. Have the right and be allowed to choose and retain a personal physician or advance practice nurse;

Q. Participate in the development of the individual direct care services and health care services plan portions of his or her occupancy admission agreement that describes the resident's direct care services and how the needs will be met;

R. Be given the opportunity to refuse medical treatment or services after the resident or his or her responsible party:

(i.) is advised by the person providing services of the possible consequences of refusing treatment or services, and

(ii.) acknowledges that he or she understands the consequences of refusing treatment or services;

S. Be allowed unaccompanied access to a telephone;

T. Have privacy while attending to personal needs, and a private place for receiving visitors or associating with other residents, unless providing privacy would infringe on the rights of other residents. The right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils;

U. If married, have the right to share an apartment or unit with his or her spouse even if the spouse is not receiving services through the assisted living facility. In the case of two consenting adults, if one or both is receiving services through the assisted living facility, the couple shall have the right to share an apartment or unit;

V. Be allowed to retain and use personal possessions, including, but not limited to, clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other residents;

W. Be allowed to determine his or her dress, hairstyle, or other personal effects according to individual preference, except the resident has the responsibility to maintain personal hygiene;

X. Be allowed to retain and use personal property in his or her

immediate living quarters and shall have a lockable apartment or unit door;

Y. Be allowed to refuse to perform services for the facility;

Z. Be informed by the assisted living facility no later than the 30th day after admission:

(i.) whether the resident is entitled to benefits under Medicare or Medicaid, and

(ii.) which items and services are covered by these benefits, including items or services for which the resident may not be separately charged;

AA. Residents are discharged or transferred in conformity with Ark. Code Ann. § 20-10-1005 and the provisions governing transfer and discharge in these regulations.

BB. Be allowed to immediately leave the assisted living facility, either temporarily or permanently, subject to contractual or financial obligations as specified in Section 601.3(g);

CC. Have access to the services of a representative of the State Long Term Care Ombudsman Program, Arkansas Department of Human Services, Division of Aging and Adult Services;

DD. Be allowed to execute an advance directive or designate a guardian in advance of need to make decisions regarding the resident's health care should the resident become incapacitated.

EE. Receive reimbursement from the facility for any lost, ~~misappropriation~~ misappropriated, or destroyed property or funds, when the loss, misappropriation, or destruction, occurs at a time in which the facility was exercising care or control over the funds or properties, including loss or destruction of residents' property that occurs during laundering or cleaning of the facility, the resident's room, or the resident's property, excluding normal wear and tear.

700 SERVICES

An assisted living facility shall provide, make available, coordinate, or contract for services that meet the care needs identified in the direct care services and health care services plan portions of residents' occupancy admission agreements, to meet unscheduled care needs of residents, and to make emergency assistance available 24 hours a day, all in a manner that does not pose an undue hardship on

residents. An assisted living facility shall respond to changes in residents' needs for services by revising the direct care services or health care services plan portions of residents' occupancy admission agreements, or both, and, if necessary, by adjusting its staffing plan or contracting for services from other providers. If non-residents utilize services of the assisted living facility, it must occur in a manner that does not unduly disturb residents or deprive residents of timely access to services.

Services are provided according to the direct care services or health care services plan portions of residents' occupancy admission agreements, or both, and may include, but are not limited to, homemaker, attendant care, and medication oversight to the extent permitted under State law. Services include 24-hour response staff to meet residents' needs in a way that promotes maximum dignity and independence and provides supervision, safety and security. Other individuals or agencies may furnish care directly or under arrangements with the assisted living facility. Such care shall be supplemental to the services provided by the assisted living facility and does not supplant, nor may be substituted for, the requirements of service provisions by the facility.

Services are furnished to a person who resides in his or her own apartment or unit that may include dually occupied units when both occupants consent to the arrangement. Each apartment or unit shall be of adequate size and configuration to permit residents to perform, with or without assistance, all the functions necessary for independent living, including sleeping; sitting; dressing; personal hygiene; storing, preparing, serving and eating food; storage of clothing and other personal possessions; doing personal correspondence and paperwork and entertaining visitors. ~~Routines of care~~ Care provision and service delivery must be resident-driven to the maximum extent possible and treat each person with dignity and respect. Care must be furnished in a way that fosters the independence of each resident.

Occasional or intermittent guidance, direction or monitoring, or assistance with activities of daily living and social activities and transportation or travel, as defined in these regulations, for residents to keep appointments for medical, dental, social, political or other services or activities shall be made available to residents.

The resident may be assisted in making arrangements to secure community based health or other professional services, examinations and reports needed to maintain or document the maintenance of the resident's health, safety and welfare.

700.1 Housekeeping and Maintenance

700.1.1 Each assisted living facility shall establish and conduct a housekeeping and maintenance program, to ensure the continued maintenance of the facility in good repair, to promote good housekeeping procedures, and to

ensure sanitary practices throughout the facility.

700.1.2 The facility shall have full responsibility to clean and maintain all common areas and shall make no additional charge to the resident or third parties, including Medicaid, for such services. The facility shall ensure that each resident or staff person maintains the residents' living quarters in a safe and sanitary condition. If the resident declines housekeeping services, the resident's apartment or unit shall not impact negatively on other apartments or units or common areas (e.g., odors, pests).

700.1.3 For those residents who do not wish to clean their own apartment or unit, the facility shall include this service as part of the service package either for free, or for an additional fee basis and indicate such in the occupancy admission agreement.

700.1.4 Each assisted living facility, in addition to meeting applicable fire and building codes, shall meet the following housekeeping and maintenance requirements:

a. All areas of the facility shall be kept clean and free of lingering odors, insects, rodents and trash;

b. Each resident's apartment or unit shall be cleaned before use by another resident;

c. Corridors shall not be used for storage;

d. Attics, cellars, basements, below stairways, and similar areas shall be kept clean of refuse, old newspapers and discarded furniture;

e. Polish used on floors shall provide a non-slip finish;

f. The building(s) and grounds shall be maintained in a clean, orderly condition and in good repair;

g. The interior walls, ceilings and floors shall be clean. Cracked plaster, peeling wallpaper or paint, missing or damaged tiles and torn or split floor coverings shall be promptly and adequately repaired or replaced;

h. Electric systems, including appliance, cords, and switches, shall be maintained in compliance with state and local codes;

i. Plumbing and plumbing fixtures shall be maintained in compliance with state plumbing and gas codes governing them at the time of construction or as applicable due to renovations;

j. Ventilation, heating, air conditioning and air changing systems shall be properly maintained. All HVAC and gas systems shall be inspected at least every 12 months to ensure safe operation. Inspection certificates, where applicable, shall be maintained for review;

k. The building(s), grounds and support structures shall be free of breeding areas for flies, other insects and rodents;

l. Entrances, exits, steps, and outside walkways shall be maintained in safe condition, including removing or treating snow and ice within a reasonable amount of time of its accumulation;

m. Repairs or additions shall meet current codes.

700.2 Linen and Laundry Services

700.2.1 Each assisted living facility shall offer laundry facilities or services to its residents.

700.2.2 Each assisted living facility shall meet the following laundry service requirements:

a. Each assisted living facility shall have laundering facilities unless commercial laundries are used. The laundry shall be located in a specifically designed area that is physically separate and distinct from residents' rooms and from areas used for dining and food preparation and service. There shall be adequate rooms and spaces for sorting, processing and storage of soiled material. Laundry rooms shall not open directly into resident care area or food service area. Domestic washers and dryers that are for the use of residents may be provided in resident areas, provided they are installed in such a manner that they do not cause a sanitation problem or offensive odors.

b. Laundry dryers shall be properly vented to the outside;

c. The laundry room shall be cleaned after each day's use to prevent lint accumulation and to remove clutter;

d. Portable heaters or stoves, or either of them, shall not be used in the laundry area;

e. The laundry room shall be well lighted and vented to the outside by either power vents, gravity vents or by outside windows;

f. When facility staff is performing laundry duties for the entire facility, resident's clothing, kitchen linens, and bed linens shall be washed separately. If linens, including washable blankets, are not washed at a minimum temperature of 150 degrees Fahrenheit, a disinfecting agent shall be used.

g. The facility shall be responsible, as part of the services required under the basic charge, for providing laundry services on all linens and supplies owned by the facility.

700.2.3 For those residents who do not wish to launder their own personal items, the facility shall include this service as part of the service package. The facility may provide this service for free, or for an additional fee basis, and indicate as such in the occupancy admission agreement.

700.3 Dietary Services

700.3.1 Required Facility Dietary Services

700.3.2 As part of the basic charge, each assisted living facility must make available food for three (3) balanced meals, as specified in Section 601.3 (a)(6), and make between-meal snacks available. Potable water and other drinking fluids shall be available at all times. Meals shall be served at approximately the same time each day. There shall be no more than five (5) hours between breakfast and lunch and no more than seven (7) hours between lunch and the evening meal. Variations from these stated parameters may be permitted at the written request of the resident or his or her responsible party or as directed by the resident's personal physician or advance practice nurse in writing. The facility shall retain documentation stating the reason for the variance.

700.3.3 For those residents who wish to have meals served in his or her apartment or unit, the facility shall include this service as part of the service package, either for free, or for an additional fee basis, and indicate as such in the occupancy admission agreement.

700.3.4 In the event that a resident is unable or unwilling to consume regular meals served to him or her for more than two (2) consecutive days, the facility shall immediately notify the resident's personal physician or advance practice nurse and take appropriate action to ensure the physician or advance practice nurse's instructions are implemented. If a resident chooses not to consume regular meals, this must be documented in the resident's service plan portion of the occupancy admission agreement. In the event that the resident refuses to provide a written statement, the facility shall document the refusal, as well as all contact with the

resident's personal physician or advance practice nurse regarding the resident's refusal to eat.

700.3.5 A supply of food shall be maintained on the premises at all times. This shall include at least a 24-hour supply of perishable food and a three (3)-day supply of non-perishable food. The food supply shall come from a source approved by the State Department of Health. Assisted living facilities attached to other licensed long term care facilities may utilize the kitchen facilities of the attached long term care facility, however, the assisted living facility shall ensure that the kitchen facilities so utilized are adequate to meet the needs of the residents of the assisted living facility.

700.3.6 Dietary personnel/staff/employees shall wear clean clothing and hair coverings.

700.3.7 Each facility shall comply with all applicable regulations relating to food service for sanitation, safety, and health as set forth by state, county, and local health departments.

700.3.8 Food service personnel/staff/employees shall ensure that all food is prepared, cooked, served, and stored in such a manner that protects against contamination and spoilage.

700.3.9 The kitchen and dining area must be cleaned after each meal.

700.3.10 An adequate supply of eating utensils (e.g., cups, saucers, plates, glasses, bowls, and flatware) will be maintained in the facility's kitchen to meet the needs of the communal dining program. An adequate number of pots and pans shall be provided for preparing meals. Eating utensils shall be free of chips or cracks.

700.3.11 Each assisted living facility shall have adequate refrigeration and storage space. An adequately sized storage room shall be provided with adequate shelving. The storage room shall be constructed to prevent the invasion of rodents, insects, sewage, water leakage or any other contamination. The bottom shelf shall be of sufficient height from the floor to allow cleaning of the area underneath the bottom shelf.

700.3.12 Refrigerator temperature shall be maintained at 41 degrees Fahrenheit or below, and freezer temperatures shall be maintained at 0 degrees Fahrenheit or below. Thermometers will be placed in each refrigerator and freezer.

700.3.13 Raw meat and eggs shall be separated from cooked foods and other foods when refrigerated. Raw meat is to be stored in such a way that juices do not drip on other foods.

700.3.14 Fresh whole eggs shall not be cracked more than 2 hours before use.

700.3.15 Hot foods should leave the kitchen (or steam table) above 140 degrees Fahrenheit and cold foods at or below 41 degrees Fahrenheit.

700.3.16 Containers of food shall not be stored on the floor of a walk-in refrigerator, freezer, or storage rooms. Containers shall be seamless with tight-fitting lids and shall be clearly labeled as to content.

700.3.17 In facilities that have a residential type kitchen, a five (5)-lb. ABC fire extinguisher is required in the kitchen. In facilities that have commercial kitchens with automatic extinguishers in the range hood, the portable five (5)-lb. fire extinguisher must be compatible with the chemicals used in the range hood extinguisher. The manufacturer recommendations shall be followed.

700.3.18 Food scraps shall be placed in garbage cans with airtight fitting lids and bag liners. Garbage cans shall be emptied as necessary, but no less than daily.

700.3.19 Leftover foods placed in the refrigerator shall be sealed, dated, and used or disposed of within 48 hours.

700.3.20 Personnel/staff/employees shall not use tobacco, in any form while engaged in food preparation or service, nor while in areas used for equipment or utensil washing, or for food preparation.

700.3.21 Menus shall be posted on a weekly basis. The facility shall retain a copy of the last month's menus.

700.3.22 ~~Therapeutic diets shall meet the requirements for dietary manager as outlined in Ark. Code Ann. §20-10-108.~~ Therapeutic diets shall be planned by a licensed dietician. The dietician should review any dietetic changes.

700.3.23 Each assisted living facility shall make available a dietary manager, who is certified as required by law or regulation, to prepare nutritionally balanced meal plans in consultation with staff and residents or their responsible parties.

701 <u>DIRECT CARE SERVICES</u>

~~Personal~~ <u>Direct care</u> services directly help a resident with certain ~~routines and~~ activities of daily living such as assistance with mobility and transfers; <u>hands-on or cuing</u> assistance to a resident to ~~consume~~ <u>eat</u> meals or food, grooming, shaving,

trimming or shaping fingernails and toenails, bathing, dressing, personal hygiene, bladder and bowel requirements, including incontinence; and assistance with medication only to the extent permitted by the state Nurse Practice Act and interpretations thereto by the Arkansas State Board of Nursing. The assisted living facility shall ensure the resident receives ~~personal~~ direct care services in accordance with the services plan portion of the occupancy admission agreement. ~~Personal~~ Direct care services needs of all residents in the facility shall be reviewed at least annually, and the services plan portion of the occupancy admission agreement revised, if necessary. Revision of the services plan portion of the occupancy admission agreement shall be revised within fourteen (14) days upon any significant enduring change to the resident.

702 HEALTH CARE SERVICES

The assisted living facility shall ensure that the resident receives health care services under the direction of a registered nurse in accordance with the health care services plan portion of the occupancy admission agreement.

a. Each resident shall be examined by a physician or by an advance practice nurse or by a nurse practitioner or by a physician assistant that shall be documented in the resident's record.

~~a~~b. The facility shall have at least one registered nurse available at all times. Available, in this instance, shall mean on call, capable of being reached by telephone or pager and capable of appearing at the facility as required to meet residents' needs.

~~b~~c. A registered nurse shall be responsible for developing nursing policies and procedures and the coordination of all health care services required in the resident's health care services plan portion of the occupancy admission agreement.

~~c~~d. The facility shall ensure, at a minimum, the following:

1. Assessment of the health care services needs of all residents in the facility shall be performed annually, except that those residents who have a health care services plan portion of the occupancy admission agreement shall be reassessed quarterly and revisions made as needed. The health care services plan portion of the occupancy admission agreement shall be revised within fourteen (14) days upon any significant enduring change to the resident;

2. Monitoring of the conditions of the residents on a periodic basis;

3. Notification of the registered nurse if there are significant changes in a resident's condition;

4. Assessment of the resident's need for referral to a physician or advance practice nurse or community agencies as appropriate; and

5. Maintenance of records as required.

~~d~~e. In the planning of health care services:

1. The assisted living facility shall arrange for health care services to be provided to residents as needed or ordered by the resident's physician or advance practice nurse and documented in the health care services plan portion of the occupancy admission agreement.

2. At the time of admission, arrangements shall be made between the assisted living facility and the resident or his or her responsible party regarding the physician or advance practice nurse and dentist to be called in case of illness or the person to be called for a resident who, because of religious affiliation or personal choice, is opposed to medical treatment, if any.

3. The initial health care assessment shall be documented by the facility and shall be updated as required, in accordance with professional standards of practice or upon a significant change of condition. In no event shall the health care assessment be updated less frequently than annually.

   The resident's physician or advance practice nurse shall be notified of any significant change in the resident's physical or psychological condition and any intervention by the physician or advance practice nurse shall be recorded. Intervention includes, but is not limited to, orders given by the physician or advance practice nurse or documentation that the physician or advance practice nurse did not issue an order after notice of the significant change of condition. For purposes of documentation, the facility shall document:

   A. The name and address of the physician or advance practice nurse whom the facility contacted;

   B. The date and time of the notice to the physician or advance practice nurse whom the facility contacted;

   C. The information provided to the physician or advance practice nurse whom the facility contacted, regarding the significant change of condition; and,

D. The response of the physician or advance practice nurse whom the facility contacted.

~~e. Each resident shall be examined by a physician or advance practice nurse or by a nurse practitioner that shall be documented in the resident's record.~~

f. Residents or their responsible parties shall be permitted free choice of physician or advance practice nurse and of pharmacy. A facility may make a selection of a treating physician or advance practice nurse or pharmacy only when the resident or his or her responsible party is fully informed of his or her right of choice and waives that right in writing. The facility shall maintain any written waives in the resident's file.

g. Direct care staff may perform emergency or first-aid procedures as specified below:

A. Emergencies are defined as those measures necessary to prevent death or trauma until such time that the resident can be transported to the appropriate medical facility or treated by appropriate medical personnel;

B. First-aid measures will be defined as temporary procedures necessary to relieve trauma or injury;

C. First-aid supplies shall be available in the facility.

702.1 Medications

702.1.1 Administration

702.1.1.1 Each assisted living facility must have written policies and procedures to ensure, and facilities shall ensure, that residents receive medications as ordered. In-service training on facility medications policies and procedures (see Sections 504.4(b)(1) and 504.4.1) shall be provided at least annually for all facility personnel/staff/employees supervising or administering medications.

702.1.1.2 Facilities must comply with applicable state laws and regulations governing the administering of medications and restrictions applicable to non-licensed personnel/staff/employees. However, licensed nursing personnel (RN, LPN) may administer medication in accordance with Sections 504.2.2 and 504.2.3 of these regulations in cases in which the resident is assessed as being unable to self-administer his or her medication. In such cases, the facility shall document, and shall be

responsible to ensure, that medications are administered by licensed nursing personnel/staff/employees, and are administered without error.

702.1.1.3 The facility shall document in the resident's record whether the resident or the facility is responsible for storing the resident's medication.

702.1.1.4 The facility shall document in the resident's record whether the resident will self-administer medication or the facility will administer medication to the resident.

702.1.1.5 Residents who self-administer their medications must be familiar with their medications and comprehend administration instructions. Facility staff shall provide assistance to enable residents to self-administrator medications. For clarification, examples for acceptable practices are listed below:

a. The medication regimen on the container label may be read to the resident;

b. A larger sterile or disposable container may be provided to the resident if needed to prevent spillage. The containers shall not be shared by residents.

c. The resident may be reminded of the time to take the medication and be observed to ensure that the resident follows the directions on the container;

d. Facility staff may assist the resident in the self-administration of medication by taking the medication in its container from the area where it is stored and handing the container with the medication in it to the resident. In the presence of the resident, facility staff may remove the container cap or loosen the packaging. If the resident is physically impaired but cognitively able (has awareness with perception, reasoning, intuition and memory), facility staff, upon request by or with the consent of the resident, may assist the resident in removing oral medication from the container and in taking the medication. If the resident is physically unable to place a dose of oral medication in his or her mouth without spilling or dropping it, facility staff may place the dose of medication in another container and place that container to the mouth of the resident;

702.1.1.6 Changes in dosage or schedule of the medication shall be made only upon the authorization of the resident's attending physician or advance practice nurse. Any such authorization shall be documented by the facility in the health care services plan.

702.1.2 Medication Storage

702.1.2.1 Medication stored for residents by the facility must be stored in a locked area in individual compartments or bins labeled with the resident's name. Drugs or medications kept by the facility for external use shall be kept in a location accessible to licensed staff only, and that is separate and apart from other medications and drugs. Provided, however, that if the resident administers his or her own medication, the resident shall have access to his or her medication.

702.1.2.2 ~~Medications may be kept in the resident's apartment or unit. Residents who keep medications in their apartments or units must demonstrate to facility staff that they are capable of understanding and following instructions on the prescription or label, and the facility shall document in the resident's record the manner by which the resident demonstrated the ability or capability of understanding and following the instructions on the prescription or label, the identity of the staff person to whom the demonstration was made, and the date and time of the demonstration. Further, any medications stored in a resident's apartment or unit must be stored in a locked, secure place such as a locked drawer or locked cabinet that has been provided by the assisted living facility that is sufficient to prevent other residents from accessing the medications.~~

Medications may be kept in the residents' apartments or units. Prior to a resident being permitted to keep medications in his or her apartment or unit, the facility shall:

a. Assess the resident to determine the resident's understanding of, and ability to follow, the instructions on the prescription or label, and the understanding of and ability to follow storage requirements or recommendations on the prescription or label, or as made by the pharmacist or facility employees;

b. Document the assessment in the resident's records. The assessment shall include at a minimum:

1. Date of assessment;

2. Name of person performing assessment; and,

3. The information obtained by the assessment that indicated the resident's ability to understand and follow prescription or label directions and instructions;

c. Assess all residents to determine whether any resident may be at risk of taking, or introducing into their system, medications kept in the room of another resident. In the event that any resident is found to be at risk due to medications being kept in an unsecured room, the facility shall take actions to protect the resident, including but not limited to, requiring that medications be kept in a locked container in residents' rooms or that the rooms of residents keeping medication in their rooms be locked.

After the initial assessment, facilities shall perform reassessments as needed, including upon changes of conditions of residents, and shall perform the steps outlined in subsections (a) through (c), above. Failure to assess or reassess, or to identify residents at risk of harm from medications in unsecured locations or rooms, shall constitute a deficient facility practice. Resulting harm from a failure to assess or reassess, or to identify residents at risk of harm from medications in unsecured locations or rooms, shall constitute a deficient facility practice.

702.1.2.3 Medications must be stored in an environment that is clean, dry and not exposed to extreme temperature ranges. Medications requiring cold storage shall be refrigerated. A locked container placed below food level in a facility's refrigerator is acceptable storage. All drugs on the premises of the facility shall be labeled in accordance with accepted professional principles and practices, and shall include the appropriate accessory and cautionary instructions, and the expiration date.

702.1.2.4 Prescriptive medications must be properly labeled in accordance with current applicable laws and regulations pertaining to the practice of pharmacy.

702.1.2.5 ~~Expiration dates must be checked monthly on all medications (prescriptive and over-the-counter) kept by the facility. Expired drugs shall be removed and disposed of by the facility in conformity with applicable law and regulations.~~ All medications in the control or care of the facility shall have an expiration date that is not expired.

702.1.2.6 Medications must be individually labeled with the resident's name and kept in the original container unless the resident or responsible party transfers the medication into individual dosage containers. Under no circumstances may an owner or personnel/staff/employee of the facility repackage medication.

702.1.2.7 Any medication that is stored by the facility that has been prescribed for but is no longer in use by a resident must be destroyed or disposed of in accordance with state law or may be given to the resident's family in accordance with this section.

Scheduled II, III, IV and V drugs dispensed by prescription for a resident and no longer needed by the resident must be delivered in person or by registered mail to: Drug Control Division, Arkansas Department of Health, along with the Arkansas Department of Health's Form (PHA-DC-1) Report of Drugs surrendered for Disposition According to Law. When unused portions of controlled drugs go with a resident who leaves the facility, the person who assumes responsibility for the resident and the person in charge of the medications for the facility shall sign the Controlled Drug Record in the facility. This shall be done only on the written order of the physician or advance practice nurse and at the time that the resident is discharged, transferred or visits home.

All other medications not taken out of the facility when the resident leaves the facility shall be destroyed or returned in accordance with law and applicable regulations.

702.1.2.8 Under no circumstance will one resident's medication that is under the facility's control be shared with another resident.

702.1.2.9 For all medication that is stored by the facility, the facility must remove from use:

1. Outdated or expired medication or drugs;
2. Drug containers with illegible or missing labels;
3. Drugs and biologicals discontinued by the physician or advance practice nurse.

All such medications shall be destroyed or returned in accordance with law and applicable regulations.

702.1.2.10 All controlled drugs or substances stored by the facility shall be stored in a locked, permanently affixed, substantially constructed cabinet within a locked room designed for the storage of drugs. When mobile medication carts for unit-dose or multiple day card systems are used, the cart must be:

1. In a locked room when the cart is not in use and the unit contains controlled drugs;

2. When the cart is in use, the facility shall ensure that the cart remains in the observation of staff utilizing the cart, and that residents are not able to access the cart or obtain medications from the cart. Controlled substances of less than minimal quantity shall be stored in a separately locked compartment within the cart. Minimal quantity means a twenty-four (24) hour or less supply.

702.1.2.11 In all cases in which the facility destroys drugs, destruction shall be made by a nurse, and witnessed by a non-licensed employee. A record shall be made of the date, quantity, prescription number and name, resident's name, and strength of the medication. Destruction shall be by means of incineration, garbage disposal or flushing of the medication down a commode, and must comply with state laws and regulations governing the destruction of drugs. The record of the destruction shall be recorded in a bound ledger, in ink, with consecutively numbered pages, and retained by the facility as a permanent, retrievable record.

702.1.3 Medication Charting

702.1.3.1 If a facility stores a resident's medications, the facility shall maintain a list of those medications.

702.1.3.2 If the facility stores and supervises a resident's medication, a notation must be made on the individual record for each resident who refuses, either through affirmative act, omission, or silence, or is unable, to self-administer his or her medications. The notation shall include the date, time and dosage of medication that was not taken or administered to or by the resident, including a notation that the resident's attending physician or advance practice nurse was notified, as required by physician or advance practice nurse's orders.

702.1.3.3 If medications are prescribed to be taken as needed (PRN) by the resident, documentation in the resident's file should list the medication, the date and time received by the resident and the reason given.

702.1.3.4 A record shall be maintained in a bound ledger book, in ink, with consecutively numbered pages, of all controlled drugs procured or administered. The record shall contain:

1. Name, strength and quantity of drug;
2. Date received and date, time and dosage administered;
3. Name of the resident for whom the drug was prescribed, or received the drug;
4. Name of the prescribing physician or advance practice nurse;
5. Name of the dispensing pharmacy;
6. Quantity of drug remaining after each administrated dosage;
7. Signature of the individual administering the drug.

702.1.3.5 When a dose of a controlled drug is dropped, broken or lost, two (2) employees shall record in the record the facts of the event, and sign or otherwise identify themselves for the record. One of the employees shall be a licensed nurse.

702.1.3.6 For all medications stored by the facility, there shall be a weekly count of all Scheduled II, III, IV and V controlled medications. The count shall be made by the person responsible for medications in the facility, and shall be witnessed by a non-licensed employee. The count shall be documented by both employees, and shall include the date and time of the event, a statement as to whether the count was correct, and if incorrect, an explanation of the discrepancy. When the count is incorrect, the facility shall document as required under Section 702.1.3.5, above.

702.1.3.7 Taking or administration of medication shall be recorded in each resident's medical record no less than once each shift in which the medication is administered or taken. The notation shall be in ink, and shall state, at a minimum:

a. The name of the medication;

b. The dosage prescribed and the dosage taken or administered;

c. The method of administration; and,

d. The date and time of the administration.

702.1.4 <u>Cycle Fill and Change of Condition</u>

Only oral solid medications may be cycle-filled. Provided, however, that if an oral solid medication meets one of the categories below, then that oral solid medication may not be cycle-filled.

a. PRN or “as needed” medications
b. Controlled drugs (CII – CV)
c. Refrigerated medications
d. Antibiotics
e. Anti-infectives

An assisted living facility shall notify the pharmacy in writing of any change of condition or circumstance that affects the medication status of a resident. For purposes of this section, *change of condition or circumstance* includes death, discharge or transfer of a resident, change of pharmacy, as well as medical changes of condition or circumstance that necessitate a change to the medication prescribed or the dosage given. The notification

shall be made within twenty-four (24) hours of the change of condition or circumstance. If the notification would occur after 4:30 p.m. Monday through Friday, or would occur on a weekend or holiday, the facility shall notify the pharmacy by no later than 11:00 a.m. the next business day. Documentation for drugs ordered, changed or discontinued shall be retained by the facility for a period of no less than fifteen (15) months.

When a resident is transferred or enters a hospital, the assisted living facility shall hold all medication until the return of the resident, unless otherwise directed by the authorized prescriber. All continued or re-ordered medications will be placed in active medication cycles upon the return of the resident. If the resident does not return to the assisted living facility, any medications held by the assisted living facility shall be placed with other medications or drugs for destruction as described in Section 702.1.2.11 or return as permitted by State Board of Pharmacy regulations.

702.2 PHAMACEUTICAL SERVICES

702.2.1 Responsibility for Pharmacy Compliance

The administrator shall be responsible for full compliance with Federal and State laws governing procurement, control and administration of all drugs. Full compliance is expected with the Comprehensive Drug Abuse Prevention and Control Act of 1970, Public Law 91-513 and all amendments of this set and all regulations and rulings passed down by the Federal Drug Enforcement Agency (DEA), Arkansas Act No. 590 and all amendments to it and these rules and regulations.

Each facility shall contract with, or otherwise employ, a consultant pharmacist. For purposes of these regulations, *consultant pharmacist* means an individual licensed or certified by the Arkansas State Board of Pharmacy as a Consultant Pharmacist in Charge.

The consultant pharmacist shall, at least quarterly per year:

1. Review the methods employed by the facility to store, label, distribute, administer and safeguard all medication. The consultant pharmacy shall prepare a written report to the facility detailing:

    a. Any areas in which the consultant pharmacist determines that the methods employed by the facility are deficient, or have the potential to adversely affect the health, safety or welfare of residents; and

    b. The recommended alterations to the methods, or additions to the methods, to correct any methods determined by the

consultant pharmacist to have the potential to adversely affect the health, safety or welfare of residents.

2. Review all orders for medication prescribed since the last review and prepare a report to the facility detailing:

   a. All instances in which medication has been improperly prescribed or administered; and
   b. Instances in which, in the opinion of the consultant pharmacist, the facility should seek physician review of the number or types of prescribed medications for residents.

The facility shall retain the consultant pharmacist's reports for a period of eighteen (18) months or until the facility review, whichever is the longer period.

702.2.2 Prescriptions On Individual Basis

All drugs prescribed for each resident shall be on an individual prescription basis. Medications prescribed for one resident shall not be administered to another resident.

703 DEVELOPMENT AND IMPLEMENTATION OF SERVICE PLAN

703.1 Direct Care Services

703.1.1 An initial needs assessment or evaluation is to be completed for each resident to identify all needed direct care or health care services, or both. Subsequent needs assessment or evaluation is to be completed on each resident at least annually and more often as changes occur.

If the needs assessment or evaluation completed on the resident indicates he/she has general service needs, a direct care services plan shall be developed and shall become a part of the resident's occupancy admission agreement. If the needs assessment or evaluation indicates the resident has health care service needs, a health care evaluation shall be completed in accordance with Section 703.2.2. The nursing evaluation to determine health care service needs shall not be required if a licensed physician or advance practice nurse or a nurse practitioner specifies in writing within 60 days prior to admission that the resident has no health care service needs and is appropriate for an assisted living facility unless facility or program policy specifies otherwise. The facility shall document any such finding by a licensed physician or advance practice nurse.

703.1.2 If the needs assessment or evaluation indicates that the resident has general service needs, a resident direct care services plan portion of the

occupancy admission agreement shall be developed and signed by the resident's attending physician or advance practice nurse. The resident's direct care services plan portion of the occupancy admission agreement shall include, but not be limited to, the resident's needs for assisted living facility services, including but not limited to, assistance with activities of daily living (ADL).

703.1.3 If the resident does not have any direct care service needs, a resident direct care services plan portion of the occupancy admission agreement is not needed. However, the facility must document how and where the evaluation was performed and that the resident does not have any direct care service needs.

703.1.4 If the needs assessment or evaluation indicates that the resident will need assistance with emergency evacuation, arrangements for staff to provide this assistance shall be included in the direct care services plan portion of the occupancy admission agreement.

703.1.5 The resident or his or her responsible party shall participate in and, if the resident or his or her responsible party agrees, family members shall be invited to participate in, the development of the resident direct care services plan portion of the occupancy admission agreement. Participation shall be documented in the resident's record.

703.2 Health Care Services

703.2.1 If the resident needs assessment or evaluation indicates that the resident requires health care services, a written health care service plan shall be completed and become a part of the resident's occupancy admission agreement within 30 days of the date of admission by a registered nurse using an assessment instrument that meets the requirement of Section 703.2.2. Based on the health care assessment, a written health care service plan shall be developed as part of the resident's occupancy admission agreement. The health care service plan shall include, but not be limited to, the following:

1. Orders for treatment or services, medications and diet, if needed;

2. The resident's needs and preferences;

3. The specific goals of treatment or services, if appropriate;

4. The time intervals at which the resident's response to treatment will be reviewed;

5. The measures to be used to assess the effects of treatment.

703.2.2 Each resident health care assessment shall include, at a minimum, evaluation of the following:

1. Physical health, status and abilities, including but not limited to:

   a. Functional limitations and capacities;

   b. Ability to self-administer medication;

   c. Strengths, abilities and capacity for self-care;

   d. Disease diagnosis;

   e. Oral and dental status;

   f. Nutritional status and needs;

   g. Skin conditions;

   h. Continence;

2. Mental and emotional health, including but not limited to:

   a. Mood and behavior patterns;

   b. Ability to self-administer medications;

   c. Cognitive patterns;

   d. Strengths, abilities and capacity for self-care;

3. Medications ~~and ability to self-administer medications~~;

~~4. Behavior patterns~~;

~~5~~4. Social and leisure needs and preferences;

~~6. Cognitive patterns;~~

~~7~~5. Communication and hearing patterns;

~~8~~8. Visual patterns;

~~9~~7. ~~Physical and functional limitations and capacities~~;

~~10. Strengths, abilities, and capacity for self-care;~~

~~11~~8. Situations or conditions that could put the resident at risk of harm or injury;

~~12~~9. Frequency of monitoring that the resident's condition requires;

~~13. Continence;~~

~~14. Psychosocial well being~~;

~~15. Mood and behavior patterns~~;

~~16. Disease diagnoses;~~

~~17. Health conditions~~;

~~18. Oral/nutritional status and needs;~~

~~19. Oral/dental status;~~

~~20. Skin conditions;~~

~~21~~10. Special treatment and procedures.

703.2.3 If the resident does not need a health care service, a health care service plan does not have to be included in the resident's occupancy admission agreement. However, the facility must document that the health care assessment was performed and that the resident does not have any health care service needs.

703.2.4 Influenza Immunization of Residents

a. The facility shall ensure that all Medicare-eligible residents receive annual influenza immunizations except when:

1. Objection is made on religious grounds; or,

2. Immunization is medically contra-indicated.

b. The facility shall record the following information:

1. The name of the resident;

2. The date that the immunization occurred;

3. The exception applicable to each resident who was not immunized.

c. The facility shall place the documentation in each resident's medical chart and retain the record in the same manner, and for the same time period, as medical records.

703.3 Ancillary Services

All ancillary services (both core services [Section 601.3(a)] and any other ancillary services identified as wanted by the resident or his or her responsible party to be provided by the facility at additional cost to the resident or his or her responsible party [Section 700.1.3, Section 700.2.3 and Section 700.3.3]) that are identified in the resident's needs assessment or evaluation shall be included in an ancillary services plan that shall become a part of the resident's occupancy admission agreement.

703.4 Review/Revision of Direct Care and Health Care Services

703.4.1 Direct care services needs of all residents in the facility shall be reviewed at least annually, and the direct care services plan portion of the occupancy admission agreement revised, if necessary. Revision of the direct care services plan portion of the occupancy admission agreement shall be revised immediately upon any significant change to the resident.

703.4.2 Assessment of the health care services needs of all residents in the facility shall be performed at least annually, except that those residents who have a health care services plan portion of the occupancy admission agreement shall be reassessed quarterly and revisions made as needed. The health care services plan portion of the occupancy admission agreement shall be revised within fourteen (14) days upon any significant change to the resident.

704 COMPLIANCE AGREEMENTS

The Level II licensed assisted living facility shall not admit any resident whose needs are greater than the facility is licensed to provide. The assisted living facility shall not provide services to residents who:

a. need 24-hour nursing services;

b. are bedridden;

c. has a temporary (more than fourteen (14) consecutive days) or terminal condition unless a physician or advance practice nurse certifies the resident's needs may be safely met by a service agreement developed by

the assisted living facility, the attending physician or advance practice nurse, a registered nurse, the resident or his or her responsible party if the resident is incapable of making decisions, and other appropriate health care professionals as determined by the resident's needs;

d. have transfer assistance needs that the facility cannot meet with current staffing;

e. present a danger to self or others or engages in criminal activities.

The choice and independence of action of a resident may need to be limited when a resident's individual choice, preference, or actions, are identified as placing the resident or others at risk, lead to adverse outcomes, or violate the norms of the facility or program or the majority of the residents, or any combination of these events.

No resident shall be permitted to remain in an assisted living facility if his or her condition requires twenty-four (24) hour nursing care or other services that a Level II assisted living facility is not authorized by law or these regulations to provide. This prohibition applies even if the resident is willing to execute an agreement relieving the facility of responsibility attendant to the resident's continued placement.

When the resident evaluation indicates that there is a high probability that a choice or action of the resident has resulted or will result in any of the outcomes of placing the resident or others at risk, leading to adverse outcomes, violating the norms of the facility or program or the majority of the residents, or any combination of the events, the assisted living facility shall:

1. Identify the specific concern(s);

2. Provide the resident or his or her responsible party (and if the resident agrees, the resident's family) with clear, understandable information about the possible consequences of his or her choice or action;

3. Negotiate a compliance agreement with the resident or his or her responsible party that will minimize the possible risk and adverse consequences while still respecting the resident's preferences. Nothing in this provision requires a facility to successfully negotiate a compliance agreement;

4. Document the process of negotiation and, if no agreement can be reached, the lack of agreement and the decisions of the parties involved.

Any compliance agreements negotiated, or attempted to be negotiated, with the resident or his or her responsible party shall address the following areas in writing:

1. Consequence to resident – any situation or condition that is or should be known to the facility that involves a course of action taken or desired to be taken by the resident contrary to the practice or advice of the facility and could put the resident at risk of harm or injury;

2. The probable consequences if the resident continues the choice or action identified as a cause for concern;

3. The resident or his or her responsible party's preference concerning how the situation is to be handled and the possible consequences of action on that preference;

4. What the facility will and will not do to meet the resident's needs and comply with the resident's preference to the identified course of action;

5. Alternatives offered by the assisted living facility or resident or his or her responsible party to reduce the risk or mitigate the consequences relating to the situation or condition;

6. The agreed-upon course of action, including responsibilities of both the resident or his or her responsible party and the facility;

7. The resident or his or her responsible party's understanding and acceptance of responsibility for the outcome from the agreed-upon course of action and written proof that the resident or his or her responsible party is making an informed decision, free from coercion, and that the refusal of the resident or his or her responsible party to enter into a compliance agreement with the facility, or to revise the compliance agreement or to comply with the terms of the compliance agreement may result in discharge from the facility;

8. The date the agreement is executed and, if needed, the timeframes in which the agreement will be reviewed.

A copy of the compliance agreement shall be provided to the resident or his or her responsible party, and the original shall be placed in the resident's record at the time it is implemented.

~~800 SPECIALIZED CARE FOR RESIDENTS WITH ALZHEIMER'S DISEASE OR RELATED DEMENTIA~~

~~801 GENERAL ADMINISTRATION~~

~~a. Miscellaneous~~

~~1. Visitors shall be permitted in the Alzheimer's Special Care Unit (ASCU) at all times. However, facilities may deny visitation in the ASCU when visitation results, or substantial probability exists that visitation will result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.~~

~~2. Birds, cats, dogs, and other animals may be permitted in the Alzheimer's Special Care Unit. Animals shall have appropriate vaccinations and licenses. A veterinary record shall be kept on all animals to verify vaccinations and be made readily available for review. Pets may not be allowed in food preparation, food storage or dining or serving areas.~~

~~3. Unmarried male and female residents shall not be housed in the same room unless either residents or their responsible parties have given authorized consent.~~

~~b. General Program Requirements~~

~~1. Each long-term care facility that advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia shall provide an organized, continuous 24-hour per-day program of supervision, care and services that shall:~~

~~A. Meet all state, federal and ASCU regulations.~~

~~B. Requires the full protection of residents' rights;~~

~~C. Promotes the social, physical and mental well-being of residents;~~

~~D. Is a separate unit specifically designed to meet the needs of residents with a physician's diagnosis of Alzheimer's disease or other related dementia; and~~

E. ~~Provides 24-hour-per-day care for those residents with a dementia diagnosis, and meets all admission criteria applicable for that particular long-term care facility.~~

~~2.~~ ~~Documentation shall be maintained by the facility and shall include, but not be limited to, a signed copy of all training received by the employee. The documentation shall be signed by the trainer and employee at the time of training.~~

~~3.~~ ~~Provide for relief of direct care personnel to ensure minimum staffing requirements are maintained at all times.~~

~~4.~~ ~~Upon request, make available to the Department payroll records of all staff employed during recent pay periods.~~

~~5.~~ ~~Nursing, direct-care, or personal-care staff shall not perform the duties of cooks, housekeepers, or laundry personnel during the same shift they perform nursing, direct-care or personal care duties. Exemptions would be to those facilities covered under the Arkansas Medicaid State Plan Personal Care Program.~~

~~6.~~ ~~Regardless of other policies or procedures developed by the facility, the ASCU will have specific policies and procedures regarding:~~

A. ~~Facility philosophy related to the care of ASCU residents;~~

B. ~~Use of ancillary therapies and services;~~

C. ~~Basic services provided;~~

D. ~~Admission, discharge, transfer; and~~

E. ~~Activity programming.~~

~~c. Residents' Rights~~

~~For the purposes of these regulations, Residents' Rights are those rights set forth in the Department's numbered memorandum LTC-M-89-03.~~

~~d. Resident Record Maintenance~~

~~The ASCU shall develop and maintain a record-keeping system that includes a separate record for each resident, and that documents each resident's health care, individual support plan, assessments, social information, and protection of each resident's rights.~~

~~e. Resident Records~~

~~The ASCU must follow the facility's policies and procedures, and applicable state and federal laws and regulations governing:~~

~~1. The release of any resident information, including consent necessary from the client, parents or legal guardian;~~

~~2. Record retention;~~

~~3. Record maintenance; and,~~

~~4. Record content.~~

~~802~~ ~~ASSESSMENTS~~

~~a. Psychosocial and Physical Assessments~~

~~1. Each resident shall receive a psychosocial and physical assessment which includes the resident's degree or level of family support, level of activities of daily living functioning, cognitive level, behavioral impairment, and that identifies the resident's strengths and weaknesses.~~

~~2. Prior to admission to the ASCU, the applicant must be evaluated by, and have received from a physician, a diagnosis of Alzheimer's or related dementia.~~

~~b. Individual Assessment Team (IAT)~~

~~1. Within 30 days after admission, the IAT shall prepare for each resident an individual support plan. The ISP shall address specific needs of, and services required by, the resident resulting from the resident's Alzheimer's disease or related dementia. The plan shall include and identify professions, disciplines, and services that:~~

~~a. Identifies and states the resident's medical needs, social needs, disabilities and their causes;~~

~~b. Identifies the resident's specific strengths;~~

~~c. Identifies the resident's specific behavioral management needs;~~

~~d. Identifies the resident's need for services without regard to the actual availability of services;~~

~~e. Identifies and quantifies the resident's speech, language, and auditory functioning;~~

~~f. Identifies and quantifies the resident's cognitive and social development; and~~

~~g. Identifies and specifies the independent living skills, and other services, provided by the facility to meet the needs of the resident.~~

~~2. The IAT shall perform accurate assessments or reassessments annually, and upon a significant change to a resident's physical, mental, emotional, functional, or behavioral condition or status in which the resident:~~

~~a. Is regressing in, or losing skills, already gained;~~

~~b. Is failing to progress toward or maintain identified objectives in the ISP; and~~

~~c. Is being considered for changes in the resident's ISP.~~

~~c. Individual Support Plan (ISP)~~

~~1. The ISP shall include a family and social history. If the family and social history is unavailable, the ASCU personnel shall document attempts to obtain the information, including but not limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.~~

~~2. Individual support plans shall be developed and written by the IAT and signed by each member of the team.~~

~~3. Individual support plans shall have the input and participation of the resident or his or her responsible party, and the resident's family. If the resident's family or responsible party cannot be contacted, or refuses to participate, the facility shall document all attempts to notify the resident's family or legal representative. The documentation shall include, but not be limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.~~

~~4. The ISP shall be reviewed, evaluated for its effectiveness, and up-dated at least quarterly, and shall be updated when indicated by changing needs of the resident, or upon any reassessments by the IAT. In the event that the reassessment by the IAT documents a change of condition for which no change in services to meet resident needs are required, the ISP shall document the change of condition, and the reason or reasons why no change in services are required.~~

~~5. The ISP shall include:~~

A. ~~Expected behavioral outcomes;~~

B. ~~All barriers to expected outcomes;~~

C. ~~Services, including frequency of delivery, designed to achieve expected behavioral outcomes;~~

D. ~~Methods of assessment and monitoring. Monitoring shall occur no less than quarterly to determine progress toward the outcome;~~

E. ~~Documentation of results from services provided, and achievement towards expected outcomes or regression, and reasons for the regression;~~

F. ~~The resident's likes, dislikes, and if appropriate, his or her choices.~~

~~6. A copy of the ISP shall be made available to all staff that work with the resident, and the resident or his or her responsible party.~~

~~7. The ISP shall be implemented only with the documented, written consent of the resident or his or her responsible party.~~

~~803 STANDARDS FOR ALZHEIMER'S SPECIAL CARE UNITS~~

~~a. General Requirements~~

~~1. It is the intent of these regulations that Alzheimer's Special Care Units shall be designed to accommodate the complex and varied needs of residents with dementia. The physical environment does not exist in isolation, but interacts with the activity program, level of resident capability, staffing and social milieu of the unit.~~

~~2. The environment shall be designed and developed to meet the~~

~~following objectives:~~

A. ~~Maximize awareness and orientation;~~

B. ~~Ensure safety and security;~~

C. ~~Provide privacy and a sense of control;~~

D. ~~Support functional abilities; and,~~

E. ~~Develop environmental stimulation and challenge within a positive social milieu.~~

~~b.~~ ~~Physical Design~~

~~In addition to the physical design standards required for the facility's license, an Alzheimer's Special Care Unit shall include the following:~~

~~1.~~ ~~A floor plan design that does not require visitors or staff to pass through the ASCU to reach other areas of the facility;~~

~~2.~~ ~~A multipurpose room or rooms for dining, group and individual activities, and family visits, which complies with the LTC licensure requirements for common space;~~

~~3.~~ ~~Secured outdoor space and walkways that allow residents to ambulate, with or without assistive devices such as wheelchairs or walkers, but prevents undetected egress. Such walkways shall meet the accessibility requirements of the most current LTC and Americans with Disabilities Act (ADA) structural building codes or regulations at the time of licensure. Unrestricted access to secured outdoor space and walkways shall be provided, and such areas shall have fencing or barriers that prevent injury and elopement. Fencing shall be no less than 72 inches high.~~

~~4.~~ ~~Prohibit the use of plants that are poisonous or toxic for human contact or consumption;~~

~~5.~~ ~~Visual contrasts between floors and walls, and doorways and walls, in resident use areas. Except for fire exits, exit doors and access ways shall be designed to minimize contrast, and to obscure or conceal areas the residents should not enter;~~

~~6.~~ ~~Non-reflective floors, walls, and ceilings, to minimize glare;~~

~~7.~~ ~~Evenly distributed lighting, to minimize glare and shadows; and,~~

~~8. A monitoring or nurses' station with:~~

A. ~~A call system, to alert staff to any emergency needs of the residents; and,~~

B. ~~A space for charting, and for storage of residents' records.~~

~~c. Physical Environment and Safety.~~

~~The Alzheimer's Special Care Unit shall:~~

~~1. Provide freedom of movement for the residents to common areas, and to their personal spaces. The facility shall not lock residents out of, or inside, their rooms;~~

~~2. Provide plates and eating utensils which provide visual contrast between the utensils and the table, and that maximizes the independence of the residents;~~

~~3. In common areas, provide comfortable seating sufficient to seat all residents at the same time. The seating shall consist of a ratio of one (1) gliding or rocking chair for every five (5) residents;~~

~~4. Encourage and assist residents to decorate and furnish their rooms with personal items and furnishings, based on the resident's needs and preferences as documented by the ASCU in the social history;~~

~~5. Individually identify each resident's rooms based on the resident's cognitive level, to assist residents in locating their rooms, and to permit them to differentiate their room from the rooms of other residents;~~

~~6. Keep corridors and passageways through common-use areas free of objects which may cause falls, or which may obstruct passage by physically impaired individuals; and,~~

~~7. Only use public address systems in the unit for emergencies.~~

~~804 EGRESS CONTROL~~

~~a. Egress Policies~~

~~The Alzheimer's Special Care Unit shall develop policies and procedures to deal with residents who wander or may wander. The procedures shall include actions to be taken by the facility to:~~

~~1. Identify missing residents;~~

~~2. Notify all individuals or institutions that require notification under law or regulation when a resident is missing; and,~~

~~3. Attempt to locate the missing resident.~~

~~b. Locking Devices~~

~~1. All locking devices used on exit doors shall be approved by the OLTC, building code agencies, and the fire marshal having jurisdiction over the facility, shall be electronic, and shall release upon activation of the fire alarm or sprinkler system.~~

~~2. If the unit uses keypads to lock and unlock exits, directions for the keypad's operations to allow entrance shall be posted on the outside of the door.~~

~~3. The keypads and locks shall meet the Life Safety Code.~~

~~4. Staff shall be trained in all methods of releasing, or unlocking, the locking device.~~

~~805 STAFFING~~

~~Alzheimer's Special Care Units shall staff according to staffing requirements as set forth in the Rules and Regulations for the Licensure of Level II Assisted Living Facilities. However, staffing for the ASCU shall be determined separately from the Assisted Living facility, based upon the census for the ASCU only; likewise, the staffing for the Assisted Living facility shall be based on the census of the Assisted Living facility, excluding the ASCU census. It is the intent of this regulation that ASCU staff be separate and distinct from the Assisted Living facility staff. In addition, the following staffing requirements are established for Alzheimer's Special Care Units.~~

~~a. Professional Program Services~~

~~A social worker or other professional staff e.g., physician, registered nurse, or psychologist currently licensed by the State of Arkansas shall be utilized to perform the following functions:~~

~~1. Complete an initial social history evaluation on each resident on admission;~~

~~2. Development, coordination, and utilization of state or national~~

~~resources and networks to meet the needs of the residents or their families;~~

~~3. Offering or encouraging participation in monthly family support group meetings with documentation of meetings offered; and,~~

~~4. Assist in development of the ISP, including but not limited to:~~

~~A. Assuring that verbal stimulation, socialization and reminiscing is identified in the ISP as a need;~~

~~B. Defining the services to be provided to address those needs identified above; and,~~

~~C. Identifying the resident's preferences, likes, and dislikes.~~

~~b. Staff and Training~~

~~1. All ASCU staff members and consultants shall have the training specified in these regulations in the care of residents with Alzheimer's Disease and other related dementia. The facility shall maintain records documenting what training has been received, the date it was received, the subject of the training, and the source of the training.~~

~~2. Within six (6) months of the date that the long-term care facility first advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia, the facility shall have trained all staff who are scheduled or employed to work in the ASCU.~~

~~3. Subsequent to the requirements set forth in Section 805(b)(2), fifty percent (50%) of the staff working any shift shall have completed requirements as set forth in Section 805(b)(5)(A), (B), and (C).~~

~~4. After meeting the requirements of Section 805(b)(2), all new employees of the ASCU shall be trained within five (5) months of hiring, with no less than eight (8) hours of training per month during the five (5) month period.~~

~~5. In addition to any training requirements for any certification or licensure of the employee, training shall consist of, at a minimum:~~

A. ~~Thirty (30) hours on the following subjects:~~

i. ~~One (1) hour of the ASCU's policies;~~

ii. ~~Three (3) hours of etiology, philosophy and treatment of dementia;~~

iii. ~~Two (2) hours on the stages of Alzheimer's disease;~~

iv. ~~Four (4) hours on behavior management;~~

v. ~~Two (2) hours on use of physical restraints, wandering, and egress control;~~

vi. ~~Two (2) hours on medication management;~~

vii. ~~Four (4) hours on communication skills;~~

viii. ~~Two (2) hours of prevention of staff burnout;~~

ix. ~~Four (4) hours on activity programming;~~

x. ~~Three (3) hours on ADLs and Individual Centered Care~~

xi. ~~Three (3) hours on assessments and creation of ISPs~~

B. ~~On-going in-service training consisting of at least 2 hours every quarter. The topics to be addressed in the in-service training shall include the following, and each topic shall be addressed at least once per year:~~

i. ~~The nature of Alzheimer's disease and other dementia, including:~~

~~a.~~ ~~The definition of dementia;~~

~~b.~~ ~~The harm to individuals without a correct diagnosis; and,~~

~~c.~~ ~~The stages of Alzheimer's disease.~~

ii. ~~Common behavior problems resulting from Alzheimer's or related dementia, and recommended behavior management for the problems;~~

iii. ~~Communication skills to facilitate improved staff relations with residents;~~

iv. ~~Positive therapeutic interventions and activities, such as:~~

~~a.~~ ~~Exercise;~~

~~b.~~ ~~Sensory stimulation; and,~~

~~c.~~ ~~Activities of daily living.~~

v. ~~The benefits of family interaction with the resident, and the need for family interaction;~~

vi. ~~Developments and new trends in the fields of Alzheimer's or related dementia, and treatments for same;~~

vii. ~~Environmental modifications to minimize the effects and problems associated with Alzheimer's or related dementia; and,~~

viii. ~~Development of ISPs, including but not limited to instruction on the method of updating and implementing ISPs across shifts.~~

C. ~~If the facility identifies or documents that a specific employee requires training in areas other than those set forth in 805(b), the facility may provide training in the identified or documented areas, and may be substituted for those subjects listed in Section 805(b)(5).~~

~~c.~~ ~~Trainer Requirements~~

~~The individual providing the training shall have:~~

~~1. A minimum of one (1) year uninterrupted employment in the care of Alzheimer's residents, or~~

~~2. Training in the care of individuals with Alzheimer's disease and other dementia, or~~

~~3. Been designated by the Alzheimer's Association or its local chapter as being qualified to meet training requirements.~~

~~d.~~ ~~Training Manual~~

~~The ASCU shall create and maintain a training manual consisting of the topics listed in Section 805(b). Further, the trainer shall provide training consistent with the training manual.~~

~~806 ADMISSIONS, DISCHARGES, TRANSFERS~~

~~a. Criteria for Services~~

~~1. Each Alzheimer's Special Care Unit shall have written policy setting forth pre-admission screening, admission, and discharge procedures.~~

~~2. Prior to admission into the Alzheimer's Special Care Unit, the facility shall provide a copy of the disclosure statement and Residents' Rights policy to the applicant or the applicant's responsible party. A copy of the disclosure statement signed by the resident or the resident's responsible party shall be kept in the resident's file. The disclosure statement shall be approved by the Office of Long Term Care prior to its use by the facility or the ASCU, and shall include, but not be limited to, the following information about the facility's ASCU;~~

~~A. The philosophy of how care and services are provided to the residents;~~

~~B. The pre-admission screening process;~~

~~C. The admission, discharge and transfer criteria and procedures;~~

~~D. Training topics, amount of training time spent on each topic, and the name and qualification of the individuals used to train the direct care staff utilized in the ASCU;~~

~~E. The minimum number of direct care staff assigned to the ASCU each shift;~~

~~F. A copy of the Residents' Rights;~~

~~G. Assessment, Individual Support Plan, and Implementation. The process used for assessment and establishment of the plan of care and its implementation, including the method by which the plan of care evolves and is responsive to changes in condition of the residents;~~

~~H. Planning and implementation of therapeutic activities and the methods used for monitoring; and~~

~~I. Identification of what stages of Alzheimer's or related dementia for which the ASCU will provide care.~~

~~3. Admission criteria shall require:~~

~~A. A physician's diagnosis of Alzheimer's disease or related dementia;~~

~~B. The facility's assessment of the resident's level of needs; and,~~

~~C. A list of the services that the ASCU can provide to address the needs identified in 806(a)(3)(B).~~

~~4. Any individual admitted to the ASCU must also meet admission criteria for the facility.~~

~~5. The ASCU shall not maintain a resident who requires a level of care greater than for which the facility is licensed to provide, or for whom the ASCU is unable to provide the level or types of services to address the needs of the resident. Discharge from the ASCU shall occur when:~~

~~A. The resident's medical condition exceeds the level of care for which the facility is licensed or is able to provide;~~

~~B. The resident's medical condition requires specialized nursing procedures that constitute more than limited nursing services, or nursing services the facility is unable to provide;~~

~~C. The resident has a loss of functional abilities (e.g. ambulation) that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;~~

~~D. Behavioral symptoms that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;~~

~~E. The resident requires a level of involvement in therapeutic programming that is greater than the level of care for which the facility is licensed or able to provide.~~

~~6. If the resident, or the resident's responsible party, does not comply with, or refuses to accept, the requirements of the ISP, the resident shall be discharged from the ASCU. The facility shall document the refusal or non-compliance with the ISP. The documentation shall include, but not be limited to:~~

~~A. The identity of the person who is not willing or able to comply with the requirements of the ISP; i.e., the resident or the resident's responsible party;~~

~~B. The date and time of the refusal;~~

~~C. The consequences of the unwillingness or inability to comply with the requirements of the ISP, and the name of the person providing this information to the resident or the resident's responsible party.~~

~~b. Resident Movement, Transfer or Discharge~~

~~When a resident is moved, transferred or discharged, measures shall be taken by the facility to minimize confusion and stress to the resident until discharge. Further, the discharge shall comply with the regulations applicable to the facility housing the ASCU, and Arkansas law.~~

~~807 THERAPEUTIC ACTIVITIES~~

~~a. Intent and General Requirements.~~

~~Therapeutic activities can improve a resident's eating or sleeping patterns; lessen wandering, restlessness, or anxiety; improve socialization or cooperation; delay deterioration of skills; and improve behavior management. Therapeutic activities shall be designed to meet the resident's current needs.~~

~~1. All facilities with Alzheimer's Special Care Units shall provide activities appropriate to the needs of individual residents. The activities shall be provided and directed by direct care staff under the coordination of a program director.~~

~~2. Each resident's daily routine shall be structured or scheduled so that activities are provided seven days a week.~~

~~3. A professional with specialized training in the care of Alzheimer's shall be utilized or contracted to:~~

A. ~~Develop required daily activities, which include Sections 807(b);~~

B. ~~Train direct care staff in those programs; and,~~

C. ~~Provide ongoing consultation.~~

~~b.~~ ~~Required Daily Activities~~

~~The following activities shall be offered daily:~~

~~1.~~ ~~Gross motor activities (e.g., exercise, dancing, gardening, cooking, etc.);~~

~~2.~~ ~~Self-care activities (e.g., dressing, personal hygiene, or grooming);~~

~~3.~~ ~~Social activities (e.g., games, music, socialization); and,~~

4. ~~Sensory enhancement activities (e.g., reminiscing, scent and tactile stimulation).~~

800 DEFINITIONS

For the purposes of these regulations the following terms are defined as follows:

a. **Activities of Daily Living (ADL's):** Ambulating, toileting, grooming, eating, bathing, or dressing.

b. **Advertise:** To make publicly and generally known. For purposes of this definition, *advertise* includes, but is not limited to:

1. Signs, billboards, or lettering;

2. Electronic publishing or broadcasting, including the use of the Internet or email; and

3. Printed material.

c. **Alzheimer's Special Care Unit:** A separate and distinct unit within a Long Term Care facility that segregates and provides a special program for residents with a diagnosis of probable Alzheimer's disease or related dementia; and that advertises, markets or otherwise promotes the facility as providing specialized Alzheimer's or related dementia care services.

d. **Alzheimer's Disease:** An organic, neurological disease of the brain that causes progressive degenerative changes.

e. **Common Areas:** Portions of the Alzheimer's Special Care Unit, exclusive of residents' rooms and bathrooms. Common areas include any facility grounds accessible to residents of the Alzheimer's Special Care Unit (ASCU).

f. **Continuous:** Available at all times without cessation, break or interruption.

g. **Dementia:** A loss or decrease in intellectual ability that is of sufficient severity to interfere with social or occupational functioning; it describes a set of symptoms such as memory loss, personality change, poor reasoning or judgment, and language difficulties.

h. **Department:** Department of Human Services (DHS), Division of Medical Services (DMS), or Office of Long Term Care (OLTC)

i. **Direct Care Staff:** An individual, such as a nurse or a certified Nurse's Aide, who is an employee of the facility or who is an employee of a temporary agency assigned to work in the facility, and who has received, or will receive, in accordance with these regulations, specialized training regarding Alzheimer's or related dementia, and is responsible for providing direct, hands-on care or services to residents in the ASCU.

j. **Disclosure Statement:** A written statement prepared by the facility and provided to individuals or their responsible parties, and to individuals families, prior to admission to the unit, disclosing form of care, treatment, and related services especially applicable or suitable for the ASCU. The disclosure statement shall be approved by the Department prior to use, and shall include, but not be limited to, the following information about the facility's ASCU:

1. The philosophy of how care and services are provided to the residents;

2. The pre-admission screening process;

3. The admission, discharge and transfer criteria and procedures;

4. Training topics, amount of training time spent on each topic, and the name and qualification of the individuals used to train the direct care staff;

5. The minimum number of direct care staff assigned to the unit each shift;

6. A copy of the Residents' Rights;

7. Assessment, Individual Support Plan & Implementation. The process used for assessment and establishment of the plan of care and its implementation, including the method by which the plan of care evolves and is responsive to changes in condition;

8. Planning and implementation of therapeutic activities and the methods used for monitoring; and

9. Identification of what stages of Alzheimer's or related dementia for which the unit will provide care.

k. **Facility**: A Level II Assisted Living Facility that houses an ASCU.

l. **Individual Assessment Team:** A group of individuals possessing the knowledge and skills to identify the medical, behavioral, and social needs of a resident and to develop services designed to meet those needs

m. **Individual Support Plan:** A written plan developed by an Individual Assessment Team (IAT) that identifies services to a resident. The plan shall include and identify professions, disciplines and services that:

1. Identifies and states the resident's medical needs, social needs, disabilities and their causes;

2. Identifies the resident's specific strengths;

3. Identifies the resident's specific behavioral management needs;

4. Identifies the resident's need for services without regard to the actual availability of services;

5. Identifies and quantifies the resident's speech, language, and auditory functioning;

6. Identifies and quantifies the resident's cognitive and social development; and,

7. Identifies and specifies the independent living skills, and other services, provided by the facility to meet the needs of the resident.

n. **Nursing Personnel:** Registered or Licensed Practical nurses who have specialized training or will undergo specialized training, in accordance with these regulations, by the Alzheimer's Special Care Unit.

o. **Responsible Party:** An individual, who, at the request of the applicant or resident, or by appointment by a court of competent jurisdiction, agrees to act on behalf of a resident or applicant for the purposes of making decisions regarding the needs and welfare of the resident or applicant. These regulations, and this definition, does not grant or permit, nor should be construed as granting or permitting, any individual authority or permission to act for, or on behalf of, a resident or applicant in excess of the authority or permission granted by law. A competent resident may select a responsible party or may choose to not select a responsible party. In no event may an individual act for, or on behalf of, a resident or applicant when the resident or applicant has a legal guardian, attorney-in-fact, or other legal representative. For purposes of these regulations only, responsible party will also refer to the terms *legal representative*, *legal guardian*, *power of attorney* or similar phrase.

801 GENERAL ADMINISTRATION

a. Miscellaneous

1. Visitors shall be permitted at all times. However, facilities may deny visitation when visitation results, or substantial probability exists that visitation will result, in disruption of service to other residents, or threatens the health, safety, or welfare of the resident or other residents.

2. Birds, cats, dogs, and other animals may be permitted in the Alzheimer's Special Care Unit. Animals shall have appropriate vaccinations and licenses. A veterinary record shall be kept on all animals to verify vaccinations and be made readily available for review. Pets may not be allowed in food preparation, food storage or dining or serving areas.

3. Unmarried male and female residents shall not be housed in the same room unless either residents or their responsible parties have given authorized consent.

b. General Program Requirements

1. Each long-term care facility that advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia shall provide an organized, continuous 24-hour-per-day program of supervision, care and services that shall:

A. Meet all state, federal and ASCU regulations.

B. Requires the full protection of residents' rights;

C. Promotes the social, physical and mental well-being of residents;

D. Is a separate unit specifically designed to meet the needs of residents with a physician's diagnosis of Alzheimer's disease or other related dementia; and

E. Provides 24-hour-per-day care for those residents with a dementia diagnosis, and meets all admission criteria applicable for that particular long-term care facility.

2. Documentation shall be maintained by the facility and shall include, but not be limited to, a signed copy of all training received by the employee.

3. Provide for relief of direct care personnel to ensure minimum staffing requirements are maintained at all times.

4. Upon request, make available to the Department payroll records of all staff employed during recent pay periods.

5. Nursing, direct-care, or personal care staff shall not perform the duties of cooks, housekeepers, or laundry personnel during the same shift they perform nursing, direct-care or personal care duties.

6. Regardless of other policies or procedures developed by the facility, the ASCU will have specific policies and procedures regarding:

A. Facility philosophy related to the care of ASCU residents;

B. Use of ancillary therapies and services;

C. Basic services provided;

D. Admission, discharge, transfer; and

E. Activity programming.

c. Residents' Rights

For the purposes of these regulations, Resident's Rights are those rights set forth in the Department's numbered memorandum LTC-M-89-03.

d. Resident Record Maintenance

The ASCU shall develop and maintain a record-keeping system that includes a separate record for each resident, and that documents each resident's health care, individual support plan, assessments, social information, and protection of each resident's rights.

e. Resident Records

The ASCU must follow the facility's policies and procedures, and applicable state and federal laws and regulations governing:

1. The release of any resident information, including consent necessary from the client, parents or legal guardian;

2. Record retention;

3. Record maintenance; and,

4. Record content.

802 ASSESSMENTS

a. Psychosocial and Physical Assessments

1. Each resident shall receive a psychosocial and physical assessment which includes the resident's degree or level of family support, level of activities of daily living functioning, cognitive level, behavioral impairment, and that identifies the resident's strengths and weaknesses.

2. Prior to admission to the ASCU, the applicant must be evaluated by, and have received from a physician, a diagnosis of Alzheimer's or related dementia.

b. Individual Assessment Team (IAT)

1. Within 30 days after admission, the IAT shall prepare for each resident an individual support plan. The ISP shall address specific needs of, and services required by, the resident resulting from the resident's Alzheimer's disease or related dementia.

2. The IAT shall perform accurate assessments or reassessments annually, and upon a significant change to a resident's physical,

mental, emotional, functional, or behavioral condition or status in which the resident:

a. Is regressing in, or losing skills, already gained
b. Is failing to progress toward or maintain identified objectives in the ISP
c. Is being considered for changes in the resident's ISP

c. Individual Support Plan (ISP)

1. The ISP shall include a family and social history. If the family and social history is unavailable, the ASCU personnel shall document attempts to obtain the information, including but not limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.

2. Individual support plans shall be developed and written by the IAT and signed by each member of the team.

3. Individual support plans shall have the input and participation of the resident or his or her responsible party, and the resident's family. If the resident's family or responsible party cannot be contacted, or refuses to participate, the facility shall document all attempts to notify the resident's family or legal representative. The documentation shall include, but not be limited to, the names and telephone numbers of individuals contacted, or whom the facility attempted to contact, and the date and time of the contact or attempted contact.

4. The ISP shall be reviewed, evaluated for its effectiveness, and updated at least quarterly, and shall be updated when indicated by changing needs of the resident, or upon any reassessments by the IAT. In the event that the reassessment by the IAT documents a change of condition for which no change in services to meet resident needs are required, the ISP shall document the change of condition, and the reason or reasons why no change in services are required.

5. The ISP shall include:

A. Expected behavioral outcomes;

B. All barriers to expected outcomes;

C. Services, including frequency of delivery, designed to achieve expected behavioral outcomes;

D. Methods of assessment and monitoring. Monitoring shall occur no less than quarterly to determine progress toward the outcome; and,

E. Documentation of results from services provided, and achievement towards expected outcomes or regression, and reasons for the regression.

F. The resident's likes, dislikes, and if appropriate, his or her choices.

6. A copy of the ISP shall be made available to all staff that work with the resident, and the resident or his or her responsible party.

7. The ISP shall be implemented only with the documented, written consent of the resident or his or her responsible party.

803 STANDARDS FOR ALZHEIMER'S SPECIAL CARE UNITS

a. General Requirements

1. It is the intent of these regulations that Alzheimer's Special Care Units shall be designed to accommodate the complex and varied needs of residents with dementia. The physical environment does not exist in isolation, but interacts with the activity program, level of resident capability, staffing and social milieu of the unit.

2. The environment shall be designed and developed to meet the following objectives:

A. Maximize awareness and orientation;

B. Ensure safety and security;

C. Provide privacy and a sense of control;

D. Support functional abilities; and,

E. Develop environmental stimulation and challenge within a positive social milieu.

b. Physical Design

In addition to the physical design standards required for the facility's license, an Alzheimer's Special Care Unit shall include the following:

1. A floor plan design that does not require visitors or staff to pass through the ASCU to reach other areas of the facility;

2. A multipurpose room or rooms for dining, group and individual activities, and family visits, which complies with the LTC licensure requirements for common space;

3. Secured outdoor space and walkways that allow residents to ambulate, with or without assistive devices such as wheelchairs or walkers, but prevents undetected egress. Such walkways shall meet the accessibility requirements of the most current LTC and Americans with Disabilities Act (ADA) structural building codes or regulations. Unrestricted access to secured outdoor space and walkways shall be provided, and such areas shall have fencing or barriers that prevent injury and elopement. Fencing shall be no less than 72 inches high.

4. Prohibit the use of plants that are poisonous or toxic for human contact or consumption;

5. Visual contrasts between floors and walls, and doorways and walls, in resident use areas. Except for fire exits, exit doors and access ways shall be designed to minimize contrast, and to obscure or conceal areas the residents should not enter;

6. Non-reflective floors, walls, and ceilings, to minimize glare;

7. Evenly distributed lighting, to minimize glare and shadows; and,

8. A monitoring or nurses' station with:

   A. A call system, to alert staff to any emergency needs of the residents; and,

   B. A space for charting, and for storage of residents' records.

c. Physical Environment and Safety.

The Alzheimer's Special Care Unit shall:

1. Provide freedom of movement for the residents to common areas, and to their personal spaces. The facility shall not lock residents out of, or inside, their rooms;

2. Provide plates and eating utensils which provide visual contrast between the utensils and the table, and that maximizes the independence of the residents;

3. In common areas, provide comfortable seating sufficient to seat all residents at the same time. The seating shall consist of a ratio of one (1) gliding or rocking chair for every five (5) residents;

4. Encourage and assist residents to decorate and furnish their rooms with personal items and furnishings, based on the resident's needs and preferences as documented by the ASCU in the social history;

5. Individually identify each resident's rooms based on the resident's cognitive level, to assist residents in locating their rooms, and to permit them to differentiate their room from the rooms of other residents;

6. Keep corridors and passageways through common-use areas free of objects which may cause falls, or which may obstruct passage by physically impaired individuals; and,

7. Only use public address systems in the unit for emergencies.

804 EGRESS CONTROL

a. Egress Policies

The Alzheimer's Special Care Unit shall develop policies and procedures to deal with residents who wander or may wander. The procedures shall include actions to be taken by the facility to:

1. Identify missing residents;

2. Notify all individuals or institutions that require notification under law or regulation when a resident is missing; and,

3. Attempt to locate the missing resident.

b. Locking Devices

1. All locking devices used on exit doors shall be approved by the OLTC, building code agencies, and the fire marshal having jurisdiction over the facility, shall be electronic, and shall release upon activation of the fire alarm or sprinkler system.

2. If the unit uses keypads to lock and unlock exits, directions for the keypad's operations to allow entrance shall be posted on the outside of the door.

3. The keypads and locks shall meet the under IBC applicable to Level II Assisted Living Facilities.

4. Staff shall be trained in all methods of releasing, or unlocking, the locking device.

805 STAFFING

Alzheimer's Special Care Units shall staff according to the Rules and Regulations for Assisted Living Facilities II. However, staffing for the ASCU shall be determined separately from the Assisted Living facility, based upon the census for the ASCU only; likewise, the staffing for the Assisted Living facility shall be based on the census of the Assisted Living facility, excluding the ASCU census. It is the intent of this regulation that ASCU staff be separate and distinct from the Assisted Living facility staff. In addition, the following staffing requirements are established for Alzheimer's Special Care Units.

a. Professional Program Services

A social worker or other professional staff e.g., physician, Registered Nurse, or Psychologist currently licensed by the State of Arkansas shall be utilized to perform the following functions:

1. Complete an initial social history evaluation on each resident on admission;

2. Development, coordination, and utilization of state or national resources and networks to meet the needs of the residents or their families;

3. Offering or encouraging participation in monthly family support group meetings with documentation of meetings offered; and,

4. Assist in development of the ISP, including but not limited to:

   A. Assuring that verbal stimulation, socialization and reminiscing is identified in the ISP as a need;

   B. Defining the services to be provided to address those needs identified above; and,

   C. Identifying the resident's preferences, likes, and dislikes.

b. Staff and Training

1. All ASCU staff members and consultants shall have the training specified in these regulations in the care of residents with Alzheimer's Disease and other related dementia. The facility shall maintain records documenting what training has been received, the date it was received, the subject of the training, and the source of the training.

2. Within six (6) months of the date that the long-term care facility first advertises or otherwise holds itself out as having one (1) or more special units for residents with a diagnosis of probable Alzheimer's disease or a related dementia, the facility shall have trained all staff who are scheduled or employed to work in the ASCU.

3. Subsequent to the requirements set forth in Section 805(b)(2), fifty percent (50%) of the staff working any shift shall have completed requirements as set forth in Section 805(b)(5)(a), (b), and (c).

4. After meeting the requirements of Section 805(b)(2), all new employees shall be trained within five (5) months of hiring, with no less than eight (8) hours of training per month during the five (5) month period.

5. In addition to any training requirements for any certification or licensure of the employee, training shall consist of, at a minimum:

A. Thirty (30) hours on the following subjects:

i. One (1) hour of the ASCU's policies;

ii. Three (3) hours of etiology, philosophy and treatment of dementia;

iii. Two (2) hours on the stages of Alzheimer's disease;

iv. Four (4) hours on behavior management;

v. Two (2) hours on use of physical restraints, wandering, and egress control;

vi. Two (2) hours on medication management;

vii. Four (4) hours on communication skills;

viii. Two (2) hours of prevention of staff burnout;

ix. Four (4) hours on activity programming;

x. Three (3) hours on ADLs and Individual-Centered Care

xi. Three (3) hours on assessments and creation of ISPs

B. On-going in-service training consisting of at least 2 hours every quarter. The topics to be addressed in the in-service training shall include the following, and each topic shall be addressed at least once per year:

i. The nature of Alzheimer's disease and other dementia, including:

1. The definition of dementia;

2. The harm to individuals without a correct diagnosis; and,

3. The stages of Alzheimer's disease.

ii. Common behavior problems resulting from Alzheimer's or related dementia, and recommended behavior management for the problems;

iii. Communication skills to facilitate improved staff relations with residents;

iv. Positive therapeutic interventions and activities, such as:

a. Exercise;

b. Sensory stimulation; and,

c. Activities of daily living.

v. The benefits of family interaction with the resident, and the need for family interaction;

vi. Developments and new trends in the fields of Alzheimer's or related dementia, and treatments for same;

vii. Environmental modifications to minimize the effects and problems associated with Alzheimer's or related dementia; and,

viii. Development of ISPs, including but not limited to instruction on the method of updating and implementing ISPs across shifts.

C. If the facility identifies or documents that a specific employee requires training in areas other than those set forth in 805(b), the facility may provide training in the identified or documented areas, and may be substituted for those subjects listed in Section 805(b)(5).

c. Trainer Requirements

The individual providing the training shall have:

1. A minimum of one (1) year uninterrupted employment in the care of Alzheimer's residents, or
2. Shall have training in the care of individuals with Alzheimer's disease and other dementia, or
3. Is designated by the Alzheimer's Association or its local chapter as being qualified to meet training requirements.

d. Training Manual

The ASCU shall create and maintain a training manual consisting of thee topics listed in Section 805(b). Further, the trainer shall provide training consistent with the training manual.

806 ADMISSIONS, DISCHARGES, TRANSFERS

a. Criteria for Services

1. Each Alzheimer's Special Care Unit shall have written policy setting forth pre-admission screening, admission, and discharge procedures.

2. Prior to admission into the Alzheimer's Special Care Unit, the facility shall provide a copy of the disclosure statement and

Residents' Rights policy to the applicant or the applicant's responsible party. A copy of the disclosure statement signed by the resident or the resident's responsible party shall be kept in the resident's file.

3. Admission criteria shall require:

   A. A physician's diagnosis of Alzheimer's disease or related dementia;

   B. The facility's assessment of the resident's level of needs; and,

   C. A list of the services that the ASCU can provide to address the needs identified in 806(a)(3)(B).

4. Any individual admitted to the ASCU must also meet admission criteria for the facility.

5. The ASCU shall not maintain a resident who requires a level of care greater than for which the facility is licensed to provide, or for whom the ASCU is unable to provide the level or types of services to address the needs of the resident. Discharge from the ASCU shall occur when:

   A. The resident's medical condition exceeds the level of care for which the facility is licensed or is able to provide;
   B. The resident's medical condition requires specialized nursing procedures that constitute more than limited nursing services, or nursing services the facility is unable to provide;
   C. The resident has a loss of functional abilities (e.g. ambulation) that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;
   D. Behavioral symptoms that results in the resident's level of care requirements being greater than the level of care for which the facility is licensed or able to provide;
   E. The resident requires a level of involvement in therapeutic programming that is greater than the level of care for which the facility is licensed or able to provide.

6. If the resident, or the resident's responsible party, does not comply with, or refuses to accept, the requirements of the ISP, the resident shall be discharged from the ASCU. The facility shall document the refusal or non-compliance with the ISP. The documentation

shall include, but not be limited to:

A. The identity of the person who is not willing or able to comply with the requirements of the ISP; i.e., the resident or the resident's responsible party;

B. The date and time of the refusal;

C. The consequences of the unwillingness or inability to comply with the requirements of the ISP, and the name of the person providing this information to the resident or the resident's responsible party.

b. Resident Movement, Transfer or Discharge

When a resident is moved, transferred or discharged, measures shall be taken by the facility to minimize confusion and stress to the resident until discharge. Further, the discharge shall comply with the regulations applicable to the facility housing the ASCU, and Arkansas law.

807 THERAPEUTIC ACTIVITIES

a. Intent and General Requirements.

Therapeutic activities can improve a resident's eating or sleeping patterns; lessen wandering, restlessness, or anxiety; improve socialization or cooperation; delay deterioration of skills; and improve behavior management. Therapeutic activities shall be designed to meet the resident's current needs.

1. All facilities with Alzheimer's Special Care Units shall provide activities appropriate to the needs of individual residents. The activities shall be provided and directed by direct care staff under the coordination of a program director.

2. Each resident's daily routine shall be structured or scheduled so that activities are provided seven days a week.

3. A professional with specialized training in the care of Alzheimer's shall be utilized or contracted to:

A. Develop required daily activities;

B. Train direct care staff in those programs; and,

C. Provide ongoing consultation.

b. Required Daily Activities

The following activities shall be offered daily:

1. Gross motor activities (e.g., exercise, dancing, gardening, cooking, etc.);

2. Self-care activities (e.g., dressing, personal hygiene, or grooming);

3. Social activities (e.g., games, music, socialization); and,

4. Sensory enhancement activities (e.g., reminiscing, scent and tactile stimulation).

900 PHYSICAL ENVIRONMENT

901 NEW CONSTRUCTION, REMODELING OR ADDITIONS

901.1 GENERAL

A new facility is one that had plans approved by the Office of Long Term Care and began operation, or construction or renovation of a building for the purpose of operating a Level I assisted living facility on or after the adoption date of these regulations, or both. The regulations and codes governing new facilities apply if and when the facility proposes to begin operation in a building not previously and continuously used as a facility licensed under these regulations. For purposes of these regulations, *construction* refers to a new facility where none existed or to the addition of new wings or other sections of the facility; *renovation* refers to any structural changes to the existing facility, including but not limited to painting, replacement or repair of carpet, tile or linoleum, and minor repairs.

Additions to existing facilities, construction, or renovation shall meet the standards for new construction, and a copy of the facility floor plan must be submitted to the Office of Long Term Care for approval. Provided, however, that changes to the floor plan for areas of the facility unaffected by the addition, construction or renovation are not required.

901.2 SITE LOCATION, INSPECTION APPROVALS AND SUBSOIL INVESTIGATION

a. The building site shall afford good drainage and shall not be subject to flooding or be located near insect breeding areas, noise or other nuisance producing locations or hazardous locations, industrial developments, airports, railways or near penal or other objectionable institutions or near a

cemetery. The site shall afford the safety of residents and not be subject to air pollution.

b. A site shall be adequate to accommodate roads and walks within the lot lines to at least the main entrance, ambulance entrance, and service entrance. All facility sites shall contain enough square footage to provide at least as much space for walks, drives and lawn space as the square footage contained in the building.

c. The building site shall be inspected and approved by the OLTC before construction is begun.

901.3 SUBMISSION OF PLANS, SPECIFICATIONS AND ESTIMATES

a. When construction is contemplated either for new buildings, additions or major alterations in excess of one hundred thousand dollars ($100,000), plans and specifications shall be submitted in duplicate, one (1) to OLTC and one (1) to the Plumbing Division of the Arkansas Department of Health, for review along with a copy of the statement of approval from the Comprehensive Health Planning Agency. Final plan approval shall be given by OLTC.

b. Such plans and specifications shall be prepared by a registered professional engineer or an architect licensed in the State of Arkansas pursuant to Act 270 of 1941, codified as Ark. Code Ann. §17-15-101, *et seq*. and shall be drawn to scale with the title and date shown thereon. OLTC shall have a minimum of three (3) weeks to review the drawing and specifications and submit their comments to the applicant. Any proposed deviations from the approved plans and specifications shall be submitted to the OLTC prior to making any changes. Construction cannot start until approval of plans and specifications have been received from the OLTC. The OLTC shall be notified as soon as construction of a new building or alteration to an existing building is started.

c. An estimate shall accompany all working plans and specifications when the total cost of construction is more than one hundred thousand dollars ($100,000).

d. Representatives from the OLTC shall have access to the construction premises and the construction project for purposes of making whatever inspections the OLTC deems necessary throughout the course of construction.

901.4 PLANS AND SPECIFICATIONS

All facilities licensed under these regulations shall be designed and constructed to substantially comply with pertinent local and state laws, codes, ordinances and standards. All new construction shall be in accordance with the requirements for I-~~1~~2 Groups as specified in the International Building Code (IBC) 2000~~.~~, except that:

1. All exit corridors shall be no less than six (6) feet wide, and shall be clear of obstructions;

2. Exit doors from patient or resident rooms shall be no less than thirty-six inches (36") wide; and,

3. Doors shall, at a minimum, meet or exceed the fire ratings specified for I-2 Group construction under the IBC 2000. Compliance with this requirement shall be determined by the approved fire rating of the door conducted in accordance with IBC requirements, and not as to the door's construction type, such as hollow- or solid-core.

The facility shall develop and shall comply with a written evacuation plan approved by the local fire marshal. All new construction shall be readily accessible and useable by persons with physical disabilities including persons who use wheelchairs. All construction shall comply with the requirements of the ADA.

Plans shall be submitted to the OLTC in the following stages:

1. Step (1) – Working drawings and specifications that shall be prepared so that clear and distinct prints may be obtained; accurate dimensions including all necessary explanatory notes, schedules and legends. Working drawings shall be complete and adequate for contract purposes. Separate drawings shall be prepared for each of the following branches of work, architectural, structural, mechanical, and electrical, and shall include the following:

    A. Approved plan showing all new topography, newly established levels and grades, existing structures on the site (if any), new buildings and structures, roadways, walks, and the extent of the areas to be seeded. All structures and improvements that are to be removed under the construction contract shall be shown. A print of the survey shall be included with the working drawings;

    B. Plan of each floor and roof;

    C. Elevations of each facade;

    D. Sections through building;

E. Scale and full size details as necessary to properly indicate portions of the work;

F. Schedule of finishes.

2. Step (2) – Equipment Drawings: Large-scale drawings of typical and special rooms indicating all fixed equipment and major items of furniture and movable equipment.

3. Step (3) – Structural Drawings:

A. Plans of foundations, floors, roofs and all intermediate levels shall show a complete design with sizes, sections, and the relative location of the various members. Schedule of beams, girders, and columns, shall be included;

B. Floor levels, column centers, and offsets shall be dimensioned;

C. Special openings and pipe sleeves shall be dimensioned or otherwise noted for easy reference;

D. Details of all special connections, assemblies, and expansion joints shall be given.

4. Step (4) – Mechanical Drawings: These drawings with specifications shall show the complete heating and ventilation systems, plumbing, drainage and standpipe system and laundry and shall include:

A. Heating and air-conditioning systems, including:

1. Air-conditioning systems with required equipment, water and refrigerant piping and ducts;

2. Exhaust and supply ventilating systems with steam connections and piping;

3. Air quantities for all room supply and exhaust ventilating duct openings;

B. Plumbing, drainage and standpipe systems, including:

1. Size and elevation of street sewer, house sewer, house drains, street water main, and water service into the building;

2. Locations and size of soil, waste, and vent stacks with connections to house drains, clean outs, fixtures, and equipment;

3. Size and location of hot, cold, and circulating mains, branches and risers from the service entrance and tanks;

4. Riser diagram to show all plumbing stacks with vents, water risers, and fixture connections;

5. Gas, oxygen, and special connections;

6. Plumbing fixtures and equipment that require water and drain connections;

C. Elevators and dumbwaiters: Details and dimensions of shaft, pit, and machine room; sizes of car platform and doors;

D. Kitchens, laundry, refrigeration, and laboratories: These shall be detailed at a satisfactory scale to show the location, size, and connection of all fixed equipment.

5. Step (5) – Electrical Drawings:

A. Drawings shall show electrical wiring, outlets, smoke detectors, and equipment that require electrical connections;

B. Electrical service entrances with switches and feeder to the public service feeders shall be shown;

C. Plan and diagram showing main switchboard, power panels, light panels, and equipment;

D. Light outlets, receptacles, switches, power outlets, and circuits;

E. Nurses' call systems, either wireless systems or hardwired, with outlets for beds, duty stations, door signal lights, enunciators, and wiring diagrams. If a wireless system is employed, the electrical drawing will indicate the implementation of the system including designations for residents call systems in residents' apartments or units;

F. Fire alarm system with stations, signal devices, control board, and wiring diagrams;

G. Emergency electrical system with outlets, transfer switch, source of supply, feeders, and circuits.

6. Step (6) – Specifications: Specifications shall supplement the drawings to fully describe types, sizes, capacities, workmanship, finishes, and other characteristics of all materials and equipment, and shall include the following:

A. Cover or title sheet;

B. Index;

C. General conditions;

D. General requirements;

E. Sections describing material and workmanship in detail for each class of work.

901.5 CODES AND STANDARDS

The following codes and standards are incorporated into and made a part of these regulations:

a. The 2000 edition of the International Building Code (IBC)~~, Life Safety Code~~ applies to new construction and alterations or additions to all facilities;

b. The American Disabilities Act specifications for making buildings and facilities accessible to and usable by the physically handicapped shall apply to all facilities;

c. Arkansas State Plumbing Code;

d. Fire Resistance Index 1971, Underwriters Laboratories, Inc.;

e. Handbook of Fundamentals, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), United Engineer Center, 345 East 47the Street, New York, New York 10017;

f. Methods of Test for Surface Burning
Characteristics of Building Materials, Standard No. E 84-61 American Society for Testing and Materials (ASTM) Standard No. 84-61, 1961 Race Street, Philadelphia, Pennsylvania 19103;

g. Method of Fire Test of Building Construction and Materials, Standard No. E119, American Society of Testing and Materials (ASTMO), 1961 Race Street, Philadelphia, Pennsylvania 19103;

h. Minimum Power Supply Requirements, Bulletin No. XR4-10 National Electrical Manufactures Association (NEMA), 155 East 44th Street, New York, New York 10017.

902 CONVERTED FACILITIES

a. Existing facilities that convert to Assisted Living Facilities must meet the following requirements:

1. The facility shall provide a small refrigerator in each resident's room, except as may otherwise be provided by these regulation;

2. The facility shall provide a microwave oven in each resident's room, except as may be otherwise provided by regulation;

3. The facility must meet minimum space requirements for resident rooms of one hundred fifty square feet (150 sq. ft.) per person or two hundred thirty square feet (230 sq. ft.) for two (2) persons sharing a room, exclusive of entryway, closet, and bathroom, or one hundred square feet (100 sq. ft.) per person or one hundred eighty square feet (180 sq. ft.) for two (2) persons if the room has a half or full bath or if there is a shared bathroom between two (2) rooms; and,

4. The application conforms to all other assisted living regulations.

b. For purposes of this section, the terms *existing facility* and *existing facilities* shall mean:

1. A Residential Care Facility licensed or holding a permit of approval as of April 2, 2001; and,

2. Facilities as described in Ark. Code Ann. § 20-10-1709(b).

~~902~~903 FURNISHINGS AND EQUIPMENT

The following are general provisions concerning furnishing and equipment that each Level I assisted living facility must meet:

a. All rooms must have working light switches at the entrance to each room.

b. Windows must be kept clean and in good repair and supplied with

curtains, shades or drapes. Each window that can be opened shall have a screen that is clean and in good repair.

c. Light fixtures in resident general use or common areas must be equipped with covers to prevent glare and hazards to the residents.

d. All fans located within seven (7) feet of the floor must be protected by screen guards.

e. Common dining room space and furnishings in good repair must be provided for each resident in the facility. Dining room space and furnishings must be sufficient to serve all residents. Facilities shall be allowed to plan dining schedules to allow for two (2) seatings per meal to increase resident's choice of meal times.

f. All furnishings and equipment in common areas must be durable, clean, and appropriate to its functions.

g. All areas of a facility must be well lighted to ensure residents' safety.

h. The resident may furnish his or her apartment with his or her own furnishings as long as the furnishings meet requirements as outlined in these regulations. If the resident does not furnish his or her apartment, the facility shall provide basic furnishings.

i. Throw- or scatter-rugs, or bath-rugs or mats, shall have a non-skid backing.

~~i~~j. Residents may provide their own linens, but may not be required by the facility to do so. The facility must include in the resident's direct care service plan portion of the occupancy admission agreement whether the resident or his or her responsible party prefers the facility to provide linens or the resident or his or her responsible party will provide his or her own linens, and whether the facility will launder the linens or the resident or his or her responsible party will laundry his or her own linens. Linens may be provided by the facility for no cost or may be provided at an extra charge. If the resident or his or her responsible party chooses to utilize facility linens, the following minimum amounts of linen must be available in the facility at all times:

1. Sheets – three (3) sets for each resident;

2. Pillowcases – three (3) sets for each resident;

3. Bath towel – three (3) for each resident;

4. Hand towels – three (3) for each resident;

5. Washcloths –three (3) for each resident;

6. Blankets – one (1) for each resident;

7. Pillows – one (1) per resident.

If the resident or his or her responsible party wishes to use his or her own personal linens, the facility will counsel the resident or his or her responsible party on recommended quantities to maintain. In the case where a resident or his or her responsible party uses personal linens, the facility is not required to provide or keep available any linens for the resident unless the resident does not have sufficient numbers of personal linens available to maintain clean and sanitary conditions. If this is the case, the facility shall provide additional linens up to the quantities specified above. In both cases, clean linens may be stored in the resident's apartment.

~~j~~k. Bed linens must be changed at least weekly, or as often as needed to ensure clean or non-soiled linens.

~~k~~l. Wastepaper baskets and trash containers used in the facility common areas must be metal or Underwriter's Laboratory approved plastic baskets. Outside trash containers must be equipped with covers.

m. Practices that create an increased risk of fire are prohibited. This includes, but is not limited to:

1. Space heaters. In cases of emergency, such as extended power loss during periods of cold weather, space heaters are permitted upon the approval of the Office of Long Term Care.

2. The accumulation or storage within the facility of combustible materials such as rags, paper items, gasoline, kerosene, paint or paint thinners.

3. The use of candles, oil lamps, incense or open-flamed items.

4. The use of extension cords or multi-plug adapters for electrical outlets. Facilities may utilize Transient Voltage Surge Protectors or Surge Suppressors with microprocessor electronic equipment such as computers or CD/DVD recorders or players. Any Transient Voltage Surge Protectors or Surge Suppressors must have a maximum UL rating of 330v and must have a functioning protection indicator light. Facilities may not use Transient Voltage

Surge Protectors or Surge Suppressors that do not have a functioning protection indicator light or Transient Voltage Surge Protectors or Surge Suppressors in which the functioning protection indicator light does not light to indicate that the device is functioning.

~~903~~904 REQUIREMENTS FOR RESIDENT GENERAL USE/COMMON AREAS

~~903.1~~904.1 Distinct Part Facilities

a. Physical and programmatic separation – an assisted living facility shall be both physically and programmatically distinct from any residential care facility, nursing home or hospital to which it is attached or of which it is a part, provided, however, that programmatic separation shall not include social or recreational.

NOTE: This does not prohibit residents from walking through a community based residential facility serving similar or compatible population, e.~~-~~g., the elderly~~,~~ or the physically disabled. This does not prohibit independent living and assisted living to be in a combined building or prevent assisted living from occupying apartments scattered throughout a project that combines independent and assisted living. This does not require separation between an assisted living facility and housing for the elderly or other purely residential use. For example, assisted living facility apartments may be interspersed with non-assisted living apartments that are non-licensed, independent living apartments in the same building, and an assisted living facility may share dining room and other common space with an attached apartment building.

b. Physical separation – Residents shall not be required to first enter or pass through a portion of the health care facility or community-based residential facility in order to enter an assisted living facility, provided, however, that residents may enter the assisted living facility through common areas (reference the exception noted in Section 90~~3~~4.1(a) above). Similarly, persons shall not be required to pass through the assisted living facility in order to enter a health care facility or community-based residential facility. An assisted living facility may share a common lobby and access area of a multipurpose building and may be entered via elevator from the lobby or access area. A dining room or activity area may be shared.

~~903.2~~904.2 Each assisted living facility must meet the following requirements for resident general use/common areas:

a. Each facility must have dining room and living room space easily accessible to all residents (reference standards set in Section 903.1(a)(b) above;

b. Common dining rooms and living rooms must not be used as bedrooms;

c. Dining rooms must be furnished with enough dining tables and chairs to permit all residents to be seated, or to permit one-half of the resident census to be seated at one time and allowing facilities to provide dining schedules that allow two settings per meal.

d. Dining rooms and living rooms must be available for use by residents at appropriate times to provide periods of social diversion and individual or group activities;

e. Common area toilet facilities shall be provided to meet the needs of residents, staff and visitors to the facility and shall be located in areas other than the resident's apartment or unit.

f. All resident areas must be painted and appropriately furnished;

g. Facilities in buildings constructed after the effective date of these regulations shall be constructed with hallways/corridors wide enough to allow two wheelchairs (six (6) feet) to pass each other. Facilities in existing buildings that have not undergone substantial renovation since the effective date of these regulations shall have corridors large enough to meet current egress requirements mandated by applicable codes.

h. A minimum of one phone jack must be available in each resident's apartment or unit for the resident to establish private phone service in his or her name. In addition, there shall be, at a minimum, one dedicated facility phone and phone line for every forty (40) residents in common areas. The phone shall allow unlimited local calling without charge. Long distance calling shall be possible at the expense of the resident or responsible party via personal calling card, pre-paid phone card, or similar methods. Residents shall be able to make phone calls in private. "Private" can be defined as placing the phone in an area that is secluded and away from frequently used areas.

i. Facility's laundry services area(s) shall meet the requirements

outlined in Section 700.2.2.

j. Facility's pantry area(s) shall meet the requirements outlined in Sections 700.3.11 and 700.3.13.

k. Facility's medication storage area(s) shall meet the requirements outlined in Sections 702.1.2.

~~903.3~~904.3 Square footage requirements for common area living room, dining room, and activities room is as follows:

a. All facilities:

1. The living and activity spaces must be separate from the dining room with a combined total square footage of at least 20 square feet per licensed bed. Living and activity spaces do not include corridors and lobby areas for the purposes of calculation. Living and activity spaces may be combined;

2. The facility must have at least 20 square feet of designated dining space per licensed bed if dining will be conducted in one seating. If dining will be conducted in two seatings, 10 square feet per resident will be required. Facilities will document their dining seating plan, and maintain the documentation for review by the OLTC;

3. In facilities that house residents in more than one (1) building, there shall be a living room and/or activities room located in each building with at least 10 square feet per licensed bed with an additional 10 square feet available on the campus in a commons area. The facility's 10 square feet per licensed bed in the commons area shall be distinct from any other square footage requirements for other campus programs;

4. In facilities housing residents in more than one (1) building, a single dining room may be used for the complex. The dining room in a single building facility or a multi-building facility must have at least 20 square feet of space per licensed bed in the facility. If dining will be conducted in two (2) seatings, 10 square feet per resident will be required. Facilities will document their dining seating plan, and maintain the documentation for review by the OLTC. In facilities housing residents in more than one (1) building, protection from the elements of the weather shall be

provided for residents who must access other buildings;

b. Any modification, alternation or addition must satisfy all physical environment requirements in effect at the time that the modification, alteration, or addition is placed into service and shall meet the requirements of the ADA.

~~904~~905 APARTMENTS

a. All living units in assisted living facilities shall be independent apartments (Exceptions shall be granted based on Act 1230 of 2001). Each apartment or unit shall be of adequate size and configuration to permit residents to carry out, with or without assistance, all the functions necessary for independent living, including sleeping; sitting; dressing; personal hygiene; storing, preparing, serving and eating food; storing clothing and other personal possessions; doing personal correspondence and paperwork; and entertaining visitors. Each apartment or unit shall be accessible to and useable by residents who use a wheelchair or other mobility aid consistent with the accessibility standards.

b. Physical features. Each independent apartment or unit shall have at least the following:

1. An individual lockable entrance and exit. A single door may serve as both entrance and exit. Keys, code or other opening devise for the door to the independent apartment or unit shall be supplied to residents. Keys, code or other opening devise for the door(s) to the assisted living facility shall be supplied to all residents without a credible diagnosis of dementia. In situations where a provider feels a resident without a diagnosis of dementia is at risk of injury to themselves if provided with a key, code or other exit devise to the facility, a compliance agreement may be negotiated. All apartments or units shall be accessible by means of a master key or similar system that is available at all times in the facility and for use by designated staff.

2. Each apartment or unit of new construction resident units shall have a minimum of 150 square feet per person or 230 square feet for two (2) persons sharing a room excluding entryway, bathroom and closets. No apartment or unit in an assisted living facility shall be occupied by more than two persons;

3. Each apartment or unit shall have a separate and complete bathroom with a toilet, bathtub or shower, and sink;

4. The cooking capacity of each apartment or unit may be removed or

disconnected depending on the individual needs of the resident;

5. Each apartment or unit shall have a call system monitored 24-hours a day by facility staff in the facility. Wireless call systems approved by the Office of Long Term Care may be utilized;

6. Each apartment or unit shall be equipped for telephone and television cable or central television antenna system);

7. Each apartment or unit shall have easy access to common areas such as living room(s), activity room(s), dining room(s) and laundry;

8. Private accessible mailbox that complies with U. S. Postal Service requirements for apartment style boxes in which the resident may send and receive mail that meets postal standards. Mailboxes may be grouped in a common area, located at the resident's apartment or unit door or located as required by the U. S. Postal Service;

9. Each apartment or unit shall have a kitchen that is a visually and functionally distinct area within the apartment or unit (see Section 300, definition of Visually and Functionally Distinct Area). The kitchen, at a minimum, shall contain a small refrigerator with a freezer compartment, a cabinet for food storage, a small bar-type sink with hot and cold running water and space with electrical outlets suitable for small cooking appliances, e.g., a microwave. Exceptions shall be granted based on Act 1230 of 2001. Upon entering the assisted living facility, the resident or his or her responsible party shall be asked if they wish to have a cooking appliance. If so, the appliance shall be provided by the facility, in accordance with facility policies. If the resident or his or her responsible party wishes to provide their own cooking appliance, it shall meet the facility's safety standards. The cooking appliances shall be designed so that they can be disconnected and removed for resident safety or if the resident chooses not to have cooking capability within his or her apartment.

10. Each apartment or unit shall have a sleeping and living area that is a visually and functionally distinct area within the apartment or unit (see Section 300, definition of Visually and Functionally Distinct Area) but need not be separate rooms.

11. Male and female residents must not have adjoining rooms that do not have full floor to ceiling partitions and closable solid core doors.

~~905~~906 SAFETY STANDARDS

Each assisted living facility built after these regulations become effective must meet the requirements adopted by local municipalities as based on National Fire Protection 101, Life Safety Code, 1985 or the 2000 edition of the International Building Code (IBC) and must be in compliance with the ADA. If the local municipality in which the facility is located has not adopted requirements based on the above standards, or if the Office of Long Term Care determines that the regulations adopted by the local municipality are not adequate to protect residents, the facility must meet the provisions of the 2000 Edition of the International Building Code (IBC), including the National Fire Protection Association (NFPA) requirements referenced by the IBC.

Facilities may elect to prohibit smoking in the facility or on the grounds or both. If a facility elects to permit smoking in the facility or on the grounds, the facility shall include the following minimal provisions, and the facility shall ensure that:

a. In facilities equipped with sprinkler systems, the facility may designate a smoking area or areas within the facility. The designated area or areas shall have a ventilation system that is separate from the ventilation system for non-smoking areas of the facility. Facilities lacking a sprinkler system are prohibited from designating smoking areas within the facility.

b. Smoking shall be prohibited in any room, ward or compartment where flammable liquids, combustible gases or oxygen is used or stored and in other hazardous location and any general use/common areas of the assisted living facility. Such areas shall be posted with “NO SMOKING” signs.

c. Smoking by residents classified as not responsible shall be prohibited unless the resident is under direct supervision.

d. Ashtrays of noncombustible material and safe design shall be placed in all areas where smoking is permitted.

e. Metal containers with self-closing cover devices into which ashtrays may be emptied shall be placed in all areas where smoking is permitted.

~~906~~907 WATER SUPPLY

An adequate supply of water, under pressure, must be provided at all times. When a public water system is available, a connection must be made thereto. If water from a source other than a public water supply is used, the supply must

meet the requirements set forth under rules and regulations of the State Board of Health.

~~**906.1**~~**907.1** A contract to supply potable water shall be implemented with a third party not associated with the operation of the assisted living facility in the event the facility's water supply should be interrupted.

~~**907**~~**908** **SEWAGE**

All sewage must be disposed of by means of either:

a. A public system where one is accessible within 300 feet; or

b. An approved sewage disposal system that is constructed and operated in conformance with the standards established for such systems by the State Board of Health.

~~**908**~~**909** **PLUMBING**

Facilities must comply with all provisions of the state plumbing and gas code and amendments thereto prescribing minimum requirements for design, materials, appliances, workmanship, and methods of installation.

~~**909**~~**910** **ELECTRICAL**

Electrical wiring, fixtures, appliances, motors, and other electrical equipment must be installed in accordance with the national electrical code National Fire Prevention Association's Pamphlet #70 and comply with local regulations and codes where they exist.

~~**910**~~**911** **HEATING/COOLING**

~~**910.1**~~**911.1** All liquefied petroleum gas systems must be installed and maintained in accordance with the State Code for Liquefied Petroleum Gas Containers and Equipment, State of Arkansas.

~~**910.2**~~**911.2** All gas heating units must bear the stamp of approval of the American Gas Association Testing Laboratories, Inc. or other nationally recognized testing agency for enclosed, vented heaters for the type of fuel used.

~~**910.3**~~**911.3** All gas heating units and water heaters must be vented adequately to carry the products of combustion to the outside atmosphere. Vents must be constructed and maintained to provide a continuous draft to the outside atmosphere in accordance with the American Gas Association Recommended Procedures.

~~910.4~~**911.4** All heating units must be provided with a sufficient supply of outside air so as to support combustion without depletion of the air in the occupied room.

~~910.5~~**911.5** All heating and cooling units must be installed and maintained in a manner that will provide for the safety and comfort of the occupants.

~~910.6~~**911.6** In new facilities licensed after the effective date of these regulations, the facility must provide each apartment or unit with an individual thermostat controlling the temperature in that apartment or unit. In addition, the facility must provide a heating, ventilating and air conditioning (HVAC) system(s) for the apartments or units and common areas capable of maintaining any temperature between 68 and 80 degrees at any time throughout the year.

~~911~~912 ZONING CODES

Each assisted living facility must be operated in areas permitted by local codes. Each owner must provide the Office of Long Term Care with documentation that the facility is in compliance with zoning requirements.

~~912~~913 LOT REQUIREMENTS

Conditions of soil, ground water level, drainage and topography must not create hazards to the property as to the health and safety of the occupants. The site shall not be subject to unpredictable and/or sudden flooding and shall be large enough to provide an exercise area for residents. Exercise area shall mean, at a minimum, accessible exterior space configured with walkways suitable for walking and benches for resting. The exterior space may be on the facility's property, on publicly accessible public or private property (e.g., park, shopping mall), or on an area made available to the residents by the facility through special arrangement with private property owners. Special arrangements must be through long-term agreements deemed sufficient by OLTC. Regardless of the arrangements, exercise areas must be accessible from the property during daylight hours by means of a safe and accessible walking route.

1000 IMPOSITION OF REMEDIES - AUTHORITY

The following Rules and Regulations for the Imposition of Remedies are duly adopted and promulgated by the Arkansas Department of Human Services, Office of Long Term Care, pursuant to the authority conferred by Ark. Code Ann. §20-10-203 and Ark. Code Ann. §25-10-129.

1001 INSPECTIONS BY DEPARTMENT

a. All areas of the facility that are accessible to residents or are used in the

care or support of residents, including but not limited to kitchen or food preparation areas, laundry areas, and storage areas, and all resident records, including but not limited to residents' financial records maintained by the facility and residents' medical records maintained by the facility, shall be open for inspection by the Department, the Office of Long Term Care, or the Office of the Attorney General. All facility records related to the care or protection of residents and all employee records related to the care or protection of residents shall be open for inspection by the Department or OLTC or the Attorney General's Office for the purpose of enforcing these regulations and applicable laws. The facility shall provide access to any copying equipment the facility has on premises to permit the above-named entities the ability to make copies of facility records. This shall not be construed as a requirement that a facility be required to have copy equipment on its premises.

b. The facility shall submit to regular and unannounced inspection surveys and complaint investigations in order to receive or maintain a license. The facility shall inform residents of the survey process and residents' rights with regard to privacy during the process. Residents or employees may refuse to be interviewed or photographed. The Department or its agents, the Office of Long Term Care or its agents or the Attorney General's Office or its agents have the right to conduct interviews in a private area with residents or employees who consent to interviews, and shall be permitted to photograph the facility. Residents and their apartments shall be photographed in accordance with Ark. Code Ann. §20-10-104. This regulation shall not be construed as a waiver of any constitutional rights, including but not limited to the right against self-incrimination.

c. An inspection may occur at any time, in the discretion of the Department or its agents, the Office of Long Term Care or its agents or the Attorney General's Office or its agents.

d. The facility shall provide for the maintenance and submission of such statistical, financial or other information, records, or reports <u>related to resident care or property</u> in such form and at such time and in such manner as the Department or its agents, the Office of Long Term Care or its agents ~~or the Attorney General's Office or its agents~~ may require. <u>Provided, however, that records created by, or for the exclusive use of, the quality assessment unit shall not be subject to release to the Department or its agents, or the Office of Long Term Care or its agents. Records created pursuant to Section 702.2.1(1) of these regulations regarding consultant pharmacists shall not be subject to release to the Department. Records created pursuant to Section 702.2.1(2) of these regulations regarding consultant pharmacists shall be subject to release to the Department.</u>

e. Facilities must provide a written acceptable plan of correction within 15

working days of receipt of written notification of deficiencies (also referred to as a Statement of Deficiencies) found during routine inspections or surveys, special visits or complaint investigations. The OLTC shall determine whether the proposed plan of correction, including any proposed dates by which correction will be made, is acceptable.

f. The facility must post the Statement of Deficiencies and the facility's response and the outcome of the response from the latest survey in a public area utilized by residents or their responsible parties and visitors. A copy shall be provided to each resident or resident's responsible party upon request of the resident or the resident's responsible party. The last twelve (12) months of deficiency notices and facility responses and outcomes of responses, for all surveys shall be provided to persons or their responsible parties upon request when they apply for residence in the facility.

1002 GENERAL PROVISIONS

a. The provisions of this section are supplemental to, and independent of, the provisions of Title 20 of the Arkansas Code Annotated.

b. *Purpose of remedies*. The purpose of remedies is to ensure prompt compliance with program requirements.

c. *Basis for imposition and duration of remedies*. When OLTC chooses to apply one or more remedies specified herein, the remedies are applied on the basis of noncompliance found during surveys or inspections of any nature conducted by OLTC, or for failure to comply with applicable laws or regulations.

d. *Number of remedies*. OLTC may apply one or more remedies for each deficiency constituting noncompliance or for all deficiencies constituting noncompliance.

e. *Plan of correction requirement*.

1. Regardless which remedy is applied, or the nature or severity of the violation, each facility that has deficiencies with respect to program requirements must submit a plan of correction for approval by OLTC. The plan of correction shall be set forth on the Statement of Deficiencies. While a facility may provide a disclaimer in the plan of correction, the facility is still required to provide corrective actions to address the cited deficiencies, the time frames in which the corrective actions will be completed, and the manner to be utilized by the facility to monitor the effectiveness of the corrective action.

2. Failure by the facility to provide an acceptable plan of correction may result in the imposition of additional remedies pursuant to these regulations at the discretion of the OLTC or in a finding of a violation and imposition of additional remedies set forth in Title 20 of the Arkansas Code Annotated, or set forth in these regulations, or both.

f. *Notification requirements*

1. Except in cases of emergency termination of a license or in cases or emergency removal or transfer or residents, OLTC shall give the provider notice of the remedy, including:

A. Nature of the noncompliance;

B. Remedy or remedies imposed;

C. Date the remedy begins; and,

D. Right to appeal the determination leading to the remedy.

2. Notice shall not be required for state monitoring.

1003 <u>REMEDIES</u>

a. *Available Remedies*. In conformity with, and in addition to remedies as set forth in Title 20 of the Arkansas Code Annotated, the following remedies are available:

1. Civil Money Penalties (CMP) pursuant to Ark. Code Ann. § 20-10-205 and § 20-10-206.

2. Denial of New Admissions.

3. Directed in-service training.

4. Directed plan of correction.

5. State monitoring.

6. Temporary Administrator.

7. Termination of license.

8. Transfer of residents.

b. Duration of Remedies. Unless otherwise provided by law or other applicable regulations, remedies continue until:

1. The facility has corrected the cited deficiencies that resulted in the imposition of the remedy or remedies, as determined by the Office of Long Term Care based upon a revisit, or after an examination of credible written evidence that it can verify without an on-site visit, or both; or,

2. OLTC terminates the Level II assisted living facility license.

1004 TEMPORARY ADMINISTRATION

a. *Temporary administrator* means the temporary appointment by OLTC, or by the facility with the approval of OLTC, of a substitute facility administrator with authority to hire, terminate or reassign staff, obligate facility funds, alter facility procedures and manage the facility to correct deficiencies identified in the facility's operation, or to assist in the orderly closure of a facility. A temporary administrator may be appointed by the Office of Long Term Care only upon the consent and agreement of the facility. The temporary administrator shall provide reports to the OLTC regarding the operation of the facility and the efforts toward correction by the facility as requested by the OLTC.

b. *Qualification*s. The temporary administrator must:

1. Be qualified to oversee correction of deficiencies on the basis of experience and education, as determined by OLTC;

2. Not have been found guilty of misconduct by any licensing board or professional society in any State;

3. Have, or a member of his or her immediate family have, no financial ownership interest in the facility;

4. Not currently serve or, within the past 2 years, have served, unless approval has been obtained from the OLTC, as a member of the staff of the facility;

5. Successfully undergo a criminal record check pursuant to the Rules and Regulations of the Office of Long Term Care.

c. *Payment of salary*. The temporary administrator's salary:

1. Is paid directly by the facility while the temporary administrator is assigned to that facility; and

2. Must be at least equivalent to the sum of the following:

   A. The prevailing salary paid by providers for positions of this type in what OLTC considers the facility's geographic area;

   B. Additional costs that would have reasonably been incurred by the provider if such person had been in an employment relationship; and

   C. Any other costs incurred by such a person in furnishing services under such an arrangement or as otherwise set by OLTC.

3. May exceed the amount specified in Section 1005(c)(2) if OLTC is otherwise unable to attract a qualified temporary administrator.

d. *Failure to relinquish authority to temporary administrator*:

1. *Termination of assisted living facility licensure*. If a facility fails to relinquish authority to the temporary administrator, OLTC may impose additional remedies, including but not limited to termination of the Level II assisted living facility license.

2. *Failure to pay salary of temporary administrator*. A facility's failure to pay the salary of the temporary administrator is considered a failure to relinquish authority to temporary administration.

3. *When imposed*. The remedy of temporary administrator shall be used in only lieu of termination of the facility license. Provided, however, that if the appointment of the temporary administrator does not result in compliance by the facility within the time frames estimated by the temporary manager and agreed to by the Office of Long Term Care, the remedy of termination or revocation of license may be imposed.

1005 <u>STATE MONITORING</u>

a. A State monitor:

1. Oversees the correction of deficiencies specified by OLTC at the facility site and protects the facility's residents from harm;

2. Is an employee or a contractor of OLTC;

3. Is identified by OLTC as an appropriate professional to monitor cited deficiencies;

4. Is not an employee of the facility;

5. Does not function as a consultant to the facility;

6. Does not have an immediate family member who is a resident of the facility to be monitored; and,

7. Does not have an immediate family member who owns the facility or who works in the facility or the corporation that operates or owns the facility.

b. A State monitor may be utilized by the Office of Long Term Care for any level or severity of deficiency.

1006 DIRECTED PLAN OF CORRECTION

The Office of Long Term Care, or the temporary manager with OLTC approval, may develop a plan of correction. A directed plan of correction sets forth the tasks to be undertaken, and the manner in which the tasks are to be performed, by the facility to correct deficiencies, and the time frame in which the tasks will be performed. A facility's failure to comply with a directed plan of correction may result in additional remedies, including revocation of license when the failure to correct meets the conditions specified in Section 1009. The intent of a directed plan of correction is to achieve correction of identified deficiencies and compliance with applicable regulations.

1007 DIRECTED IN-SERVICE TRAINING

a. *Required training*. OLTC may require the staff of a facility to attend an in-service training program if education is likely to correct, or is likely to assist in correcting, cited deficiencies. The Office of Long Term Care may specify the time frames in which the training will be performed, the type or nature of the training, and the individual or entities to provide the training.

b. *Action following training*. After the staff has received in-service training, if the facility has corrected the violations or deficiencies that led to the imposition of remedies, OLTC may impose one or more other remedies.

c. *Payment*. The facility pays for directed in-service training.

1008 TRANSFER OF RESIDENTS OR CLOSURE OF THE FACILITY AND TRANSFER OF RESIDENTS

a. *Transfer of residents, or closure of the facility and transfer of residents in an emergency*. OLTC has the authority to transfer residents to another facility when:

1. An emergency exists wherein the health, safety, or welfare of residents are imperiled, and no other remedy exists that would ensure the continued health, safety or welfare of the residents;

2. A facility intends to close but has not arranged for the orderly transfer of its residents at least thirty (30) days prior to closure.

3. The facility exceeds its bed capacity as indicated or stated on the facility's license, or accepts more residents than the facility has number of beds as indicated or stated on the facility's license, unless granted a waiver by the Office of Long Term Care.

b. *Required transfer when a facility's assisted living facility license is terminated*. When a facility's license is terminated, or when the facility closes either voluntarily or involuntarily, OLTC may assist in the safe and orderly transfer of all residents to another facility.

c. When the Office of Long Term Care orders transfer of residents from a facility, the Office of Long Term Care may:

1. Assist in providing for the orderly transfer to other suitable facilities or make other provisions for the residents' care and safety.

2. Assist in or arrange for transportation of the residents, their medical records and belongings, assist in locating alternative placement, assist in preparing the resident for transfer, and permit the residents' legal guardians or responsible party to participate in the selection of the residents' new placement.

3. Unless transfer is due to an emergency, explain alternative placement options to the residents and provide orientation to the placement chosen by the resident or their guardian or responsible party.

d. *Notice of Transfer Remedy*. Unless transfer is due to an emergency, the Office of Long Term Care shall provide the facility from which the residents are to be transferred at least fifteen (15) days notice of the proposed transfer.

1009 TERMINATION OF LEVEL II ASSISTED LIVING FACILITY LICENSE

a. The remedy of termination or revocation of licensure is a remedy of last resort, and may be imposed only in accordance with law or as set forth in Section 1009(b), below.

b. *Basis for termination*. OLTC may terminate a facility's Level II assisted living facility license if a facility:

1. Permits, aids or abets in the commission of any unlawful act in connection with the operation of the Level II assisted living facility;

2. Refuses to allow entry or inspection by the Office of Long Term Care;

3. Fails to make any or all records set forth in Section 1001(d) available to representatives or agents of the Department~~,~~ or the OLTC ~~or the Attorney General's Office~~, unless such refusal is made pursuant to court order or during the pendency of an appeal specifically on the issue of the release of the records, or the records are records created by the quality assessment unit;

4. Closes, either voluntarily or through action of the State;

5. Operator or owner refuses to obtain a criminal record check of any individual required to undergo a criminal record check pursuant to the Rules and Regulations for Conducting Criminal Record Checks for Employees of Long Term Care Facilities or pursuant to Ark. Code Ann. §20-33-201, *et seq*.;

6. Is cited for a third Class A violation within six months of the citation of the first Class A violation, or is cited for a third Class B violation within six months of the citation of the first Class B violation, in accordance with Ark. Code Ann. § 20-10-205 and § 20-10-206; or,

7. Has conditions wherein the health, safety, or welfare of resident are imperiled, and no other remedy exists that would ensure the continued health, safety, or welfare of the residents.

1010 DENIAL OR SUSPENSION OF NEW ADMISSIONS

The Office of Long Term Care may deny to, or suspend the ability of, a facility to admit new admissions upon the imposition of a Class A violation as defined and set forth in Ark. Code Ann. § 20-10-205 and § 20-10-206.

1011 CIVIL MONEY PENALTIES

The Office of Long Term Care may impose civil money penalties in accordance with Ark. Code Ann. § 20-10-205 and § 20-10-206.

1012 CLOSURE

Any Level II assisted living facility that closes or ceases operation or surrenders or fails to timely renew its license must meet the regulations then in effect for new construction and licensure to be eligible for future licensure. Closure of a facility shall result in the immediate revocation of the license.

A facility that closes or is unable to operate due to natural disaster or similar circumstances beyond the control of the owner of the facility, or a facility that closes, regardless of the reason, to effectuate repairs or renovations, may make written request to the Office of Long Term Care for renewal of the facility license to effect repairs or renovation to the facility. The Office of Long Term Care may, at its sole discretion, grant the written request.

If the request for licensure renewal is granted, the Office of Long Term Care will provide written notification to the facility, which will include deadlines for various stages of the repairs or renovations, including the completion date. In no event shall the completion date set by the Office of Long Term Care extend beyond twenty-four months of the date of the request; provided, however, that the deadlines may be extended by the Office of Long Term Care upon good cause shown by the facility. For purposes of this regulation, *good cause* means natural disasters or similar circumstances, such as extended inclement weather that prevents repairs or construction within the established deadlines, beyond the control of the owner of the facility. *Good cause* shall not include the unwillingness or inability of the owner of the facility to secure financing for the renovations or repairs. The facility shall comply with all deadlines established by the Office of Long Term Care in its notice. Failure to comply with the deadlines established by the Office of Long Term Care shall constitute grounds for revocation of the license, and for denial of re-licensure.

1100 INFORMAL DISPUTE RESOLUTION (IDR)

When a long term care facility does not agree with deficiencies cited on a Statement of Deficiencies, the facility may request an IDR meeting of the deficiencies in lieu of, or in addition to, a formal appeal. The Informal Dispute Resolution (IDR) process is governed by Act 1108 of 2003, codified at Ark. Code Ann. § 20-10-1901 *et seq*.

The request for an informal dispute resolution of deficiencies does not stay the requirement for submission of an acceptable plan of correction and allegation of compliance within the required time frame or the implementation of any remedy, and does not substitute for an appeal.

1101 REQUESTING AN INFORMAL DISPUTE RESOLUTION (IDR)

A **written request** for an informal dispute resolution must be made to the Arkansas Department of Health, Health Facility Services, 5800 West 10th, Suite 400, Little Rock, AR 72204 within ten calendar days of the receipt of the Statement of Deficiencies from the Office of Long Term Care. The request must:

1. List all deficiencies the facility wishes to challenge; and,

2. Contain a statement whether the facility wishes the IDR meeting to be conducted by telephone conference, by record review, or by a meeting in which the parties appear before the impartial decision maker.

1102 MATTERS WHICH MAY BE HEARD AT IDR

The IDR is limited to deficiencies cited on a Statement of Deficiencies. Issues that may not be heard at an IDR include, but are not limited to:

1. The scope and severity assigned the deficiency by the Office of Long Term Care, unless the scope and severity allege substandard quality of care or immediate jeopardy;

2. Any remedies imposed;

3. Any alleged failure of the survey team to comply with a requirement of the survey process;

4. Any alleged inconsistency of the survey team in citing deficiencies among facilities; and,

5. Any alleged inadequacy or inaccuracy of the IDR process.

1003 APPEALS TO COURT

Any applicant or licensee who considers himself/herself injured in his or her person, business or property by final Department administrative adjudication shall be entitled to judicial review thereof as provided for by law. All petitions for judicial review shall be in accordance with the Arkansas Administrative Procedure Act as codified at Ark. Code Ann. § 25-15-201, *et seq*.

APPENDIX

FORMS

ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL SERVICES
OFFICE OF LONG TERM CARE
DMS-731

Incident & Accident Next Day Reporting Form

Purpose/Process

This form is designed to standardize and facilitate the process for the reporting allegations of resident abuse, neglect, misappropriation of property or injuries of an unknown source by individuals providing services to residents in Arkansas long term care facilities for next day reporting pursuant to Section 507.1.

The purpose of this process is for the facility to compile the information required in the form DMS-731, so that next day reporting of the incident or accident can be made to the Office of Long Term Care.

Completion/Routing

This form, with the exception of hand written witness statements, MUST BE TYPED!

The following sections are **not** to be completed by the facility; the Office of Long Term Care completes them:

1. The top section entitled **COPIES FOR:**
2. The **FOR OLTC USE ONLY** section found at the bottom of the form.

All remaining spaces **must** be completed. If the information can not be obtained, please provide an explanation, such as “moved/address unknown”, “unlisted phone”, etc.

If a requested attachment can not be provided please provide an explanation why it can not be furnished or when it will be forwarded to OLTC.

The original of this form **must be faxed to the Office of Long Term Care the next business day following discover by the facility.** Any material submitted as copies or attachments must be legible and of such quality to allow recopying.

MARK-UP

COPIES FOR: ATY GEN_____ PASARR_____APS_____OLTC ENG_____QMRP_____
OLTC PAHRM_____NEXT VISIT_____FOLLOW UP NEEDED_____SPC VISIT #_____
DATE:_____ INITIAL:_____NOTES:_____

OLTC INCIDENT AND ACCIDENT REPORT (I&A)

Date & Time Submitted (if known): _____ Date & Time of Discovery: _____

Facility Name: _____

Facility Area Code and telephone # (__)_____

Facility Address: _____

_____

Staff reporting I & A: _____ Title: _____

Date of I & A _____ Time:_____ AM or PM

Name of Injured Resident:_____ Age:_____ Sex:_____ Race: _

Status of Alleged Perpetrator: ___ Facility Employee ___ Family ___ Visitor ___ Other ___ Unknown

Type of Incident: **Neglect**_____
Abuse: Verbal_____
Sexual_____
Physical_____
Emotional/Mental_____

Misappropriation of Property: Drugs_____
Personal Property_____
Resident Trust Fund_____

NOTIFICATIONS: FAMILY: Yes _____ No _____ DOCTOR: Yes _____ No _____

LAW ENFORCEMENT: Yes _____ No _____ ADMINISTRATOR: Yes _____ No ____

Summary of Incident:_____

_____

_____

_____cont. on page 2)

Steps taken to prevent continued abuse or neglect during the investigation:_____

_____

_____

_____(cont. on page 3)

FOR OLTC USE ONLY

CODES: **A**-Abuse **E**-Elopement **F**-Fire **PO**-Power outage **DI**-Disease **OT**-Other
RA-Res to Res Abuse **MP**-Misappropriation of Property **UD**-Unusual Death
ND-Natural Death **IUS**-Injury of Unknown Source **NG**-Neglect

SUMMARY OF INCIDENT – CONTINUED

STEPS TAKEN TO PREVENT CONTINUED ABUSE OR NEGLECT DURING THE INVESTIGATION– CONTINUED

ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL SERVICES
OFFICE OF LONG TERM CARE
DMS-742

Facility Investigation Report for Resident Abuse, Neglect, Misappropriation of Property, & Exploitation of Residents in Long Term Care Facilities

Purpose/Process

This form is designed to standardize and facilitate the process for the reporting allegations of resident abuse, neglect, or misappropriation of property or exploitation of residents by individuals providing services to residents in Arkansas long term care facilities. This investigative format complies with the current regulations requiring an internal investigation of such incidents and submittal of the written findings to the Office of Long Term Care (OLTC) within five (5) working days.

The purpose of this process is for the facility to compile a substantial body of credible information to enable the Office of Long Term Care to determine if additional information is required by the facility, or if an allegation against an individual(s) can be validated based on the contents of the report.

Completion/Routing

This form, with the exception of hand written witness statements, MUST BE TYPED!

Complete **all** spaces! If the information can not be obtained, please provide an explanation, such as "moved/address unknown", "unlisted phone", etc. Required information includes the actions taken to prevent continued abuse or neglect during the investigation.

If a requested attachment can not be provided please provide an explanation why it can not be furnished or when it will be forwarded to OLTC.

This form, and all witness and accused party statements, **must be originals**. Other material submitted as copies must be legible and of such quality to allow re-copying.

The facility's investigation and this form must be completed and submitted to OLTC within five (5) working days from when the incident became known to the facility.

Upon completion, send the form by certified mail to:
Office of Long Term Care, P.O. Box 8059, Slot 404, Little Rock, AR 72203-8059.

Any other routing or disclosure of the contents of this report, except as provided for in LTC 507.4 and 507.5, may violate state and federal law.

MARK-UP

Facility Investigation Report for Resident Abuse, Neglect, Misappropriation of Property,
& Exploitation of Residents in Long Term Care Facilities

Section I-Reporting Information

Name of Facility:_____

Phone #:__(_____)_____

Address:_____

City _____ State _____ Zip Code _____

Facility Staff Member Completing DMS 762:_____

Title:_____

Date Incident Reported/Faxed to OLTC: _____ Time:_____AM/PM

Date & Time of Incident (if known):_____

Time & Time of Discovery:_____

Type of Incident: **Neglect**_____
Abuse: Verbal_____
Sexual_____
Physical_____
Emotional/Mental_____

Misappropriation of Property: Drugs_____
Personal Property_____
Resident's Trust Fund_____

Name of Involved Resident:_____ Room # :_____

Social Security #:_____ DOB: _____

Height_____Weight_____Physician_____

Is Resident still Living:_____ If not, Date of Death:_____

Ambulatory? YES_____ NO_____ Oriented Time, Place, Person, Events (Circle one or all).

Physical Functional Level/Impairment_____

_____

_____

Mental Functional Level_____

_____

_____

Primary Diagnosis_____

_____

MARK-UP

Section II-Complete Description of Incident

"See Attached Is Not Acceptable!"

MARK-UP

(Attach Additional Pages as Necessary)

Section III- Findings and Actions Taken

Please include Resident's current medical condition

Facility Administrator's Signature

Date

Section IV- Notification/ Status

Administrator/Written Designee Must Be Notified!

Name of Administrator_____

Date:_____ Time:_____AM / PM

Family Notified: YES_____ NO _____ NONE _____ Date:_____ Time:_____AM/PM

Name of Family Member:_____

Relationship:_____ Phone #: _____

Doctor Notified: YES _____ NO____ Date:_____Time:_____AM/PM

Doctor's Name:_____ Phone #:_____

Resident Sent to Hospital: YES_____ NO_____Date:_____Time:_____AM/PM

Admitted to Hospital: YES_____ NO_____

Name/ Address/ Phone of Hospital: _____

_____

_____

Law Enforcement Must Be Notified for abuse and neglect

Date:_____ Time:_____AM/PM

Name of Law Enforcement Agency:_____

Phone #:_____

Address:_____

City/Zip: _____

Was an Investigation Made by the Law Enforcement Agency?: YES_____ NO_____

Date of Investigation:_____ Time:_____

Name of Officer:_____

Section VI-Accused Party Information

Name of Accused Party:_____

Job Title (if any):_____ Phone #: _____

Home Address:_____

City/State/Zip:_____

Social Security #: _____ DOB: _____

Dates of Current Employment: From_____ To _____

Certified Nursing Assistant: YES_____ NO_____

Registration # :_____ Date Issued: _____

Date Criminal Background Check Completed: _____

Licensed by State Board of Nursing: YES_____ NO_____

Type of License: RN #_____ LPN #_____

Date Issued:_____

Section VII- Attachments

Attach the following information to the back of this form. If you do not have one of the specified attachments, please provide an explanation why it can not be obtained or if it will be forwarded in the future.

1. Statement from the accused party.

2. All witness statements. Use the attached OLTC Witness Statement Form for all witness statements submitted. If the statement is a typed copy of a handwritten statement, the handwritten statement must accompany the typed statement.

3. Law enforcement incident report. This can be mailed at a later date if necessary.

4. Other pertinent reports/information, such as Ombudsmen, autopsy, reports, etc. These can be mailed at a later date if necessary.

Facility Investigation Report for Resident Abuse, Neglect, Misappropriation of Property, & Exploitation of Residents in Long Term Care Facilities

OTLC Witness Statement Form

Date:_____ Time:_____AM/ PM

Witness Full Name:_____

Job Title:_____ Shift:_____

Home Address:_____ City/Zip_____

Home Phone #:_____ Work Phone #:_____

Relation to Resident (If Any?)_____

State in your own words what you witnessed (be very descriptive) and sign below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ (Continue on Back as Necessary)

The information provided above is true to the best of my knowledge:

Signature of Witness:_____ Date:_____

MARK-UP

~~DEPARTMENT OF HUMAN SERVICES~~

~~AUTHORIZATION FOR ADULT MALTREATMENT CENTRAL REGISTRY~~

~~Print all information in ink~~

~~Name~~	~~Date of Birth~~
~~Maiden and/or Any Names Formerly Used~~	~~Social Security Number~~
~~Current Address (Street, City, State, Zip)~~	

~~List all previous addresses for the past five years~~	~~Dates (From/To)~~

~~I authorize Department of Human Services/Adult Protective Services to release information from the Adult Maltreatment Central Registry in accordance with Arkansas Code [ACA 5-28-213 (a)(8)(A)] to~~ _____:

~~I further certify that the information provided on this form is true and correct.~~

~~Signature~~_____ ~~Date~~_____

~~Notarization Required~~

~~COUNTY OF~~ _____
~~STATE OF ARKANSAS~~

~~Acknowledged before me this~~ _____ ~~day of~~ _____, ~~20~~_____.

_____ _____
~~(Notary Public)~~ ~~(My Commission Expires)~~

~~The above listed applicant was~~_____/~~was not~~_____ ~~found in the Adult Maltreatment Central Registry.~~

~~Mail Completed forms to:~~ ~~Adult Protective Services~~
~~Adult Maltreatment Central Registry~~
~~PO Box 1437 Slot S-540~~

~~Little Rock, AR 72203~~

DRAFT

ARKANSAS DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM CARE
Assisted Living Facility

Application for License to Conduct An Assisted Living Facility

NOTE: Before beginning this application, please read carefully the instructions on page 4.

For State Use Only **[ ] Original** **[ ] Renewal**

License Issued for _____ **_____/_____/_____**
Year **Month Day Year**

License Number _____ Vendor No. _____ No. Licensed For _____

Fee $ _____ License Granted Effective _____ License Denied _____

Administrator, Residential and Adult Day Care _____

I. Name and Location

The undersigned hereby make application for a license to operate [ ] Assisted Living Facility Level I
[ ] Assisted Living Facility Level II

Name of Facility _____

Address of Facility _____
Street City or Town

_____
County State Zip Code Telephone # Fax #

Mailing Address if different from above _____

II. Management and Ownership

A. The Operation or management of the facility is vested in the following:
(1) [ ] _____ (2) Private [ ] (3) Non-Profit [ ]

B. If public facility, list individual who heads the governmental department having jurisdiction over the facility and members of the Governing Board:

Name	Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

C. If privately owned list Ownership status

(1) [ ]____Sole Proprietorship (2) [ ]_____Partnership (3) [ ]_____Corporation

Partnership: List names and addresses of partner

Name	Address
_____	_____
_____	_____
_____	_____

Corporation: List names and addresses of corporate officers and percentage of individuals owning 5% or more stock (List % of ownership by the individual's names)

Name	Address
_____	_____
_____	_____
_____	_____

Non-Profit: List names and addresses of Board of Directors of the Governing Body

Name	Address
_____	_____
_____	_____
_____	_____

D. If ownership of building is different from the person(s) or group operating the facility, explain the relationship including names and addresses of the owner(s).

Name	Address
_____	_____
_____	_____
_____	_____

II. Licensure

A. Number of beds _____ (Total) _____ (Level I) _____ (Level II)

B. If above total is different from that which you are currently licensed, explain the difference

_____

_____

C. Name and address of facility manager/director if different from the ownership

_____ _____
Name Address

_____ _____
State Telephone #

III. Certification and Verification

State of_____ County of _____

I hereby certify that I have read the aforementioned Application and that all statements are true to the best of my knowledge and belief. I am aware that any willful misrepresentation of any material fact contained on the Application will subject me to penalties as prescribed in the State Licensing Law including, but limited to revocation and/or suspension of this license.

I further affirm that I understand that I am eligible for a license only if the facility is in compliance with the law and regulations thereunder, and that the Office of Long Term Care is empowered to deny, suspend, or revoke my license on any of the grounds listed in the State Licensing Law.

_____

_____
Signature of person(s) authorized to sign in accordance with instruction II. C

Subscribed and sworn to before me on this the _____day of _____, _____

_____
Notary Public

(Notary Seal)

My Commission expires on _____

DRAFT

INSTRUCTIONS

A. Enclosed are two (2) copies of Application for Licensure. Complete one copy and return to the Office of Long Term Care and retain one copy for your files.

B. Please read these instructions carefully and complete this application in full. This application must be completed in ink or typed.

C. This application is not valid unless it is notarized.

D. This license application must be signed by the following person(s) dependent upon the type of management and ownership.

1. If the institution is public (i.e., County, City, etc.) it must be signed by the person who is head of the governmental department having jurisdiction over it (i.e., Chairman of County Board or Chairman of Commission) or his duly authorized representative. This authorization must be in writing, notarized and submitted along with this application.

2. If the institution is private, it must be signed by the following dependent upon the type of business organization.

Type	Signer
Sole Proprietorship	Owner
Partnership	One of the partner
Corporation, Church, Non-Profit Association	

If someone other than the above named is authorized to sign in his or her behalf, such authorization must be in writing, notarized and attached to this application.

E. All license expire on **midnight June 30 of the calendar year** in which they are issued.

F. Application for annual renewal **must be postmarked no later than June 1 of the current year** in order to avoid the payment of a penalty. This penalty shall be 10% of the facility's licensure fee.

G. This application should be returned by **certified mail** to the following address:

DEPARTMENT OF HUMAN SERVICES
OFFICE OF LONG TERM CARE
P.O. BOX 8059 SLOT S408
LITTLE ROCK, AR 72203

Please make certain that you use the above listed address only. All other addresses used could cause delays and may result in penalties being applied to your annual licensure renewal fees.

H. A check or money order for the required licensure fee made payable to Arkansas Department of Human Services must accompany this submission except for those facilities operated by the State, County or City.

Licensure Fee: $10.00 per bed