# TEMPLATE FOR ADMISSIONS, TRANSFERS AND

# DISCHARGES POLICY AND PROCEDURES FOR RESIDENT CARE FACILITIES

# (*This document may be used as a starting point to ensure that your facility’s admissions, transfer and discharge policy complies with state and federal requirements. Each facility’s individual policy will vary, based upon the Resident population and facility staff.)*

The purpose of this policy is to establish the standards that govern the admission, transfer and discharge of residents to [The Facility].

The Facility is licensed by the Department of Public Health as a resident care facility and provides a supervised supportive and protective living environment and support services for residents having difficulty in caring for themselves, who are ambulatory and do not require skilled nursing care or other medically related services on a routine basis. The Facility admits [If your facility focuses on a specific population, insert a description of that population and eligibility criteria here].

The Facility is committed to providing equitable and non-discriminatory admission, discharge and transfer practices in compliance with federal and state laws. Any restrictions, priorities or special admission criteria shall be applied equally to all potential admissions regardless of source of referral, source of payment, race, creed, ethnic origin, sex, age, or disability. The Facility complies with state and federal anti-discrimination laws and regulations.

**Admission**

The Facility will admit and care for only those individuals for whom the Facility can provide care and services appropriate to the individual's physical, emotional, behavioral and social needs. Prior to admission, a potential Resident’s needs must be evaluated to ensure the Resident is appropriate for the Facility. Pursuant to 105 CMR 150.003(B), this evaluation is the joint responsibility of the referring agency or institution, primary care provider or admitting physician, and the Facility administrator to determine suitability for admission based on each individual's care needs and the Facility's ability to provide safe and appropriate services. In order to complete that evaluation, the Facility must receive a discharge summary or complete medical evaluation sufficient to understand the care and services needed by the Resident. A Resident will be admitted only on the written order of the Resident’s primary care provider, who must designate the placement as medically and socially appropriate, and upon receipt of a completed referral form. The Facility will not admit a resident without the written consent of the Resident or their legal guardian except in emergencies.

[Rest homes that are designated as Community Support Facilities or that admit Community Support Residents should also include the following:]

For any individual identified as a Community Support Resident, there must be a written agreement between the referring entity and the Facility prior to admission. The Facility complies with all regulatory requirements for Community Support Residents, as set out in 105 CMR 150.003(D).

For all facilities, include the following to describe the specific population you serve, and if there are any individuals who would meet the basic standards for admission to a residential care home but are not eligible for your facility, this is where you should specifically exclude them.

Individuals seeking admission must meet the following criteria:

* Insert specific characteristics of the population you serve, such as age, geographical requirements, special care needs.

The Facility cannot admit any individual who does not meet these criteria or who the Facility determines needs a level of nursing or other care that the Facility does not provide.

Prior to admission, the potential Resident must submit the following information:

* Designation of a primary care provider;
* The written order of the Resident’s primary care provider who has identified the placement as medically and socially appropriate;
* Current medication list;
* Emergency contact information;
* Signed consent forms;
* Insurance Information; and
* Any dietary restrictions or allergies

The Facility may deny admission to any applicant who, in the sole determination of the Facility:

* Requires care beyond the scope of services the Facility is licensed or able to provide; or
* Has any condition that presents a risk to the health and safety of other Residents and/or staff.

Upon admission, the Resident must sign an Admission Agreement that includes details on the Facility’s fees, resident responsibilities, and indicates that the Resident will agree to comply with reasonable rules and policies of the Facility as a condition of continued residence. The Admission Agreement includes the Facility’s rate, the services provided to the Resident that are covered by that rate, and the rate for any additional services that may be offered for an additional fee. The Admission Agreement also provides the process that the Facility follows in the case of no-payment of those fees.

The Facility will provide newly admitted Residents with a copy of the following:

* Written notice of Residents’ Rights, as required by M.G.L. c. 111, §70E;
* The Facility’s written policies;
* A copy of 940 CMR 4.00;
* Notice of the process for submitting grievances internally; and
* Contact information for the Long-Term Care Ombudsman Program.

**Transfers and Discharges**

If changes occur in the physical or mental condition of the Resident requiring services not regularly provided by the Facility, arrangements will be made to transfer the Resident to a more appropriate facility. The Facility will work with the Resident’s primary care provider to identify a more appropriate placement.

If the Facility determines, in its sole discretion, that the Resident poses a danger to himself or herself, or to the health, safety or welfare of other residents or staff, the Facility will arrange for a transfer to a more appropriate facility. The Facility hereby provides notice that the Facility reserves the right to transfer or discharge a resident in an emergency if the circumstances warrant it. In the event of an emergency transfer or discharge, the Facility will ensure there is documentation of the nature of the emergency, the healthcare practitioner’s order justifying the emergency transfer or discharge, and the Facility will notify the Resident’s emergency contact within 24 hours of the emergency transfer or discharge, as required by 105 CMR 150.003(G)(1).

The Facility will follow all state and federal requirements for transfer or discharge of a resident including 105 CMR 150.003(G) and 940 CMR 4.09. For planned transfers or discharges, the Facility will ensure that all documentation required by 105 CMR 150.003(G)(7) is completed prior to the discharge. The Facility will engage in all reasonable efforts to provide counseling to the Resident to prepare the Resident for the change in residence. The Facility will also take all reasonable precautions to reduce any harmful effects that may result from the transfer or discharge. The Facility will send a health care referral form to the receiving institution, as required by 105 CMR 150.003(G)(8).

For planned discharges, the Facility will ensure the following documentation is completed:

* The provider’s order that sets out the justification for the Resident’s transfer or discharge.
* The notice given to the Resident or Resident’s guardian. Such notice will be provided at least 30 days prior to the anticipated date of discharge or transfer and will provide an explanation for the discharge or transfer, the Facility’s plans for the discharge or transfer, and a notice that the Resident has a right to object to the discharge or transfer to a representative of the Facility. The Facility will note the reasons for any objection in the Resident’s record.
* The site to which the Resident is to be discharged or transferred.
* All reasonable efforts that have been taken to counsel the Resident to prepare them for the change.
* All reasonable precautions taken to eliminate or reduce any harmful effects that may result from the discharge or transfer.
* Documentation that the Resident’s consent was voluntary.

For emergency discharges or transfers, the Facility will, within 48 hours after the discharge or transfer, document the following in the Resident’s record:

* The nature of the emergency.
* The provider’s order that sets out the justification for the Resident’s emergency transfer or discharge.
* The name of the Resident’s emergency contact and that notification of the discharge or transfer has been made within 24 hours of such discharge or transfer.

No resident will be transferred or discharged without a prior order from the Resident’s primary care provider and notification to the Resident or Resident’s guardian and emergency contact, except in the case of an emergency.

**Resident Grievance Procedures**

It is the policy of the Facility to ensure that residents have an opportunity to express any concerns about their treatment at the Facility without discrimination or fear of reprisal. The Facility has developed the following grievance procedure, in compliance with the resident’s rights law, M.G.L. c. 111, §70E, and 940 CMR 4.06, to ensure residents know how to file a grievance or complaint and to ensure prompt resolution of all grievances regarding the resident’s rights.

* Residents may file grievances orally or in writing.
* The Facility has provided residents with the name and contact information for staff with whom a grievance can be filed. [In this section, the Facility should include the role of the person who is responsible for receiving and resolving complaints at the Facility]
* The Facility will resolve grievances promptly and will complete a written grievance decision that will include:
	+ The date the grievance was received and the date of the written decision;
	+ A summary of the grievance;
	+ The steps taken to investigate the grievance;
	+ A statement as to the findings of the investigation; and
	+ Any corrective action taken or planned by the Facility.
* The Facility will provide all residents with contact information for the Long-Term Care Ombudsman Program and will inform all residents that they may contact the Ombudsman with any concerns or complaints.

**Emergency Preparedness**

Notifications:

* The Facility will ensure the name, address and telephone number of the Resident’s emergency contact is readily available in the Resident’s chart. The Facility will contact that individual immediately in any emergency involving the Resident and will record that in the Resident’s clinical record. 105 CMR 150.002(E)(6). The Facility will also notify the Resident’s primary care provider in the event of an emergency. 105 CMR 150.003(F).
* Pursuant to 105 CMR 150.002(G)(1), the Facility will immediately report to the Department of Public Health any of the following events that occurs at the Facility, as directed by Department guidelines:
	+ An unanticipated death;
	+ Full or partial evacuation of the Facility;
	+ Fire;
	+ Suicide;
	+ Serious criminal act;
	+ Pending or actual strike action by the Facility’s employees;
	+ Reportable conditions and illness as defined in 105 CMR 300.020; or
	+ Other serious incidents or accidents as specified in Department guidelines.
* No later than seven days after an occurrence, the Facility will report to the Department any other incident or accident that seriously affects the health or safety of a resident or causes serious physical injury to a resident, as required by 105 CMR 150.002(G)(3).
* The Facility will immediately report to the Department any suspected instance of resident abuse, neglect, mistreatment or misappropriation of a resident’s personal property, as defined in 105 CMR 155.000: *Patient and Resident Abuse Prevention, Reporting, Investigation, Penalties and Registry.* 105 CMR 150.002(G)(2).
* For all notifications to the Department, the Facility will provide the Department with all information relevant to the Department’s investigation or any incident or complaint, and will make all reasonable efforts to assist the Department’s attempts to interview potential witnesses. 105 CMR 150.002(G)(5) and (6).

Emergency Response

* In response to an emergency medical condition, the Facility will call 911. Note: the Regulation permits a facility to have a contracted private ambulance service provider. If the Facility has such a contract, this section should include the Facility’s procedure to determine when staff must call 911 or call the contracted private ambulance services provider. This should include such factors as the nature of the emergency medical condition and the time to scene arrival specified in the agreement with the contracted provider. 105 CMR 150.002(H).
* The Facility has an automated external defibrillator (AED). In accordance with 105 CMR 150.002(I):
	+ The facility has ensured that staff have successfully completed a course in cardiopulmonary resuscitation and in the use of an AED that meets or exceeds the standards established by the American Heart Association or the American National Red Cross. Note: The Facility should edit this to identify the specific standards used.
	+ The Facility maintains written documentation that the staff’s course completion is current.
	+ The Facility has an agreement with a physician who acts as the AED Medical Director and oversees and coordinates:
		- maintenance and testing of the equipment in accordance with the manufacturer's guidelines;
		- certification and training Facility staff;
		- performance review of the Facility’s AED activity; and
		- development of policies and procedures for the use of the AED, in accordance with current medical practice.
* In the event of an emergency when the Resident’s primary care physician is not immediately available, the Facility maintains a list of the names and telephone numbers of emergency physicians.105 CMR 150.005(C).
	+ All calls to an emergency physician, and all treatment and recommendations will be recorded in the Resident’s clinical record and the Facility will notify the Resident’s primary care provider after each such call.
* The Responsible Person on duty will be readily accessible to Residents in case of injuries or emergencies. This staff member will be responsible for ensuring appropriate action is taken in case of an emergency at the Facility. 105 CMR 150.008(C)(4).
* The Facility maintains an emergency medication kit, with contents that have been approved by the Department. The emergency medication kit is kept in a sealed container, all medications that require refrigeration are stored appropriately in a separate sealed container, and the medications are only used upon the order of a primary care provider. 105 CMR 150.008(E).

Emergency and Disaster Plans

* The Facility complies with the fire protection requirements in 105 CMR 150.015(D). Accordingly, the fire department conducts a fire inspection of the Facility each quarter and staff are instructed on their duties in case of fire at least once per year. The Facility ensures that all physical fire safety mechanisms remain in good working order, including fire extinguishers, water pressure, and emergency lights.
* The Facility has a written plan for responding to fire or other emergency, which is posted in conspicuous places throughout the Facility. The plan conforms to the requirements of 105 CMR 150.015(E) and was developed with the assistance of local fire and safety experts and includes the following:
	+ Identification of the persons to be notified in the event of an emergency.
	+ Locations of alarm signals, fire extinguishers, evacuation routes, procedures for evacuating residents, and staff assignments during an emergency response.
	+ All Facility personnel are trained to perform their assigned emergency tasks.
	+ The Facility performs drills of this plan for all shifts, twice each year.
* The Facility ensures that there is a reliable means (cell phone or internet) to notify the Department of Public Health regarding incidents and emergencies and to receive information from the Department and other state and local authorities in the event of an emergency, as required by 105 CMR 150.015(E)(5).