

Adult Residential Care Minimum Standards

Louisiana Administrative Code

Title 48 – Chapter 88

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§8801 Authority; Purpose/Intent; Policy

A. Authority

1. The legislative authority for these licensing regulations and of the Department of Social Services (DSS) rulemaking authority is located in the following statutes:
 - a. R.S. 40: 2151-2161 (The Adult Residential Care Licensing Law);
 - b. R.S. Title 46:51 (DSS's rulemaking authority).
2. Other statutes that may have a direct or indirect impact on these licensing regulations include, but are not limited to, 42U.S.C.1382e(e)(1,2) (The Keys Amendment of the Social Security Act). The Keys Amendment requires States to establish, maintain and ensure the enforcement of standards for group living arrangements in which recipients of Supplemental Security Income (SSI) benefits reside or are likely to reside.

B. Intent/Purpose

1. It is the intent of the legislature to protect the health, safety and well-being of the elderly and disabled adults of the state.
2. Toward that end, it is the purpose of the law to provide for uniform statewide minimum standards for the safety and well-being of the elderly and disabled in such facilities, and to regulate conditions in these facilities through a program of licensing.
3. The purpose of these regulations is to establish standards for Adult Residential Care Facilities that:
 - a. promote the availability of appropriate services for elderly and disabled persons in a residential environment;
 - b. enhance the dignity, independence, individuality, privacy, choice and decision-making ability of the resident; and
 - c. promote the concept of "aging in place" by making personal care and health related services available as residents' needs change so long as it does not require the facility to provide continuous nursing care.
4. Adult Residential Care Facilities shall deliver services to residents and design the physical environment in a way that supports the dignity, independence, individuality, privacy, choice, and decision-making abilities of individual residents.

- C. Policy. It shall be the policy of the State of Louisiana to ensure the protection of all individuals under care in Adult Residential Care Facilities and to encourage and assist in the improvement of programs.

§8803 *Licensing Procedure*

A. Regulated Services

- 1. All Adult Residential Care Facilities (also known as Board and Care Facilities, Assisted Living Facilities, Personal Care Homes, Shelter Care Homes, Foster Homes, etc.), including facilities or agencies owned or operated by any governmental, profit, non-profit, private, or church organization shall be licensed.
- 2. Adult Residential Care Facilities provide personal assistance, lodging and meals for compensation to two (2) or more adults who are unrelated to the residence licensee, owner, or director.
- 3. A license is not required under this licensing law if a facility does not provide at least one personal service, as defined under §8813, in addition to lodging and meals.

B. Application Procedure

- 1. An applicant for a license must submit one copy of a completed license application form to the: Department of Social Services, Bureau of Licensing, P. O. Box 3078, Baton Rouge, La. 70821; Telephone: (225) 922-0015, Fax: (225) 922-0014.
- 2. All fees must be paid in full by certified check or money order, only.
- 3. Documentation from local/city authorities that the facility or location is properly zoned must be submitted to the Bureau of Licensing.
- 4. Upon receipt of an application for a license, the Bureau of Licensing will request that the State Fire Marshal and the Office of Public Health inspect the facility. (The Bureau of Licensing makes these requests, however, it is the responsibility of the applicant to obtain the inspections and get the approvals.)
- 5. The Bureau of Licensing will conduct an inspection of the facility and program.

C. Issuance of a License

- 1. A license will be issued only when the applicant has met the following items and written verification is received by the Bureau:
 - a. zoning approval;
 - b. State Fire Marshal approval;

- c. Office of Public Health approval;
 - d. licensure survey verifying substantial compliance;
 - e. city fire department approval, if applicable; and,
 - f. license fee paid.
2. A license is valid only for the listed location and only for that applicant. The license may not be transferred to another location or to another agency or individual.
 3. A license shall not be issued to any other facility or location, licensed by the State of Louisiana, unless the area to be licensed as an Adult Residential Care Facility is totally separated from the currently licensed area.
 - a. The area to be licensed as an Adult Residential Care Facility shall meet all licensing regulations as established for Adult Residential Care Facilities and the appropriate module for which application has been made.
 - b. The Adult Residential Care Facility shall have a separate entrance, separate dining area and separate common areas.
 - c. Direct care staff shall not be shared between two licensed facilities during the same shift.
 - d. An Adult Residential Care Facility may contract for food services, laundry and/or maintenance services from another licensed or unlicensed agency.
 4. The month that the initial license is issued becomes the anniversary month and the license shall be renewed by that month each year as long as the facility is operated at that location and by that owner. Relicensure requires a new application, fee paid, fire and health approval and approval by the Bureau of Licensing.
 5. The facility or home shall not begin operation until a license has been issued.
 6. The license must be displayed in an area that can be observed by the public.

D. Types of License

1. FULL - Issued when there are no substantial licensing deficiencies. May be issued for any length of time, but may not be for longer than 12 months.
2. EXTENDED - A license may be extended when a situation arises which is not the fault of the licensee.

3. PROVISIONAL - Issued when there are license deficiencies that are not detrimental to the health and safety of residents, but that must be corrected.

NOTE: A license may not be issued when the facility or home has been disapproved by any approving agency. (Fire, Health, DSS, Zoning)

E. Types of Programs (Modules) Licensed

1. All facilities licensed under the Adult Residential Care Licensing Law shall follow the same procedures for licensure as stipulated in §8803.B.
2. All facilities licensed as an Adult Residential Care Home/Facility shall meet all applicable licensure requirements as established by these regulations.
3. Any applicant wishing to be licensed under one of the modules established by these regulations shall meet the Adult Residential Care Home/Facility or core licensing regulations plus the regulations established for that individual module.
4. The types of modules of Adult Residential Care are:
 - a. Assisted Living (See also §§8813 and 8831);
 - b. Personal Care Home (See also §§8813 and 8833);
 - c. Shelter Care Facility (See also §§8813 and 8835).

§8805 License and Other Fees

- A. License Fees. There shall be a license fee of seventy-five (75) dollars.

NOTE: License fees must be paid annually and must be received by the Bureau of Licensing prior to renewal of a license. License fees, and all other fees, must be paid by certified check or money order. Fees are non-refundable.

- B. Other Fees.

1. Initial application fee - An initial application fee of twenty-five (25) dollars is required to be submitted with all initial applications. This non-refundable fee will be applied toward the license fee, when the facility is licensed.
2. Change fee - A charge of twenty-five (25) dollars is required for making changes in a license. (Change in capacity, name change, etc.) However, a fee is not required when the request for a change coincides with a regular renewal of a license.
3. Processing fee - A processing fee of five (5) dollars is required for issuing a duplicate copy of an existing license.

§8807 Denial, Revocation or Non-Renewal of License, Appeal Procedure

- A. Denial of a License. A license may be denied for any of the following reasons:
 - 1. failure to comply with any published rule or regulation of the Department of Social Services relating to Adult Residential Care facilities;
 - 2. failure to comply with any provision of the licensing law;
 - 3. failure to obtain approval from any required local authority (zoning, local building codes, city fire, etc.);
 - 4. failure to obtain approval from the State Fire Marshal;
 - 5. failure to obtain approval from the Office of Public Health;
 - 6. a felony conviction of any board member, owner or any staff member, if the act that caused the conviction, could cause harm to a resident if the act were to be repeated;
 - 7. revocation or non-renewal of a previous license if the cause of the revocation or non-renewal was the failure to comply with any provisions of the licensing law or the regulations promulgated to apply that law.

- B. Revocation or Non-renewal of a License. A license may be revoked or not renewed for any of the following reasons:
 - 1. failure to comply with any published rule or regulation of the Department of Social Services relating to Adult Residential Facilities;
 - 2. failure to comply with any provision of the licensing law;
 - 3. failure to obtain approval from the State Fire Marshal;
 - 4. failure to obtain approval from the Office of Public Health;
 - 5. cruelty or indifference to the welfare of any resident of the facility, when a facility failed to take appropriate action;
 - 6. any validated instance of abuse to a resident, when a facility failed to take appropriate action;
 - 7. non-payment of licensure fee;

8. a criminal conviction of any board member, owner or any staff member, if the act that caused the conviction could cause harm to a resident if the act were to be repeated;
9. a criminal conviction of any board member, owner or staff member against a resident if that board member, owner or staff member remains associated with the facility.

C. Denial, Revocation or Non-renewal: Written Notice

1. If a license is denied, revoked or not renewed, the Bureau must notify the applicant or facility of this action immediately by certified letter.
2. The written notice must contain the following:
 - a. the reason(s) for the action; and,
 - b. notification of the right to appeal the decision and the procedures for doing so.

D. Appeal Procedures

1. The applicant or Provider may appeal any adverse action taken against them by submitting a written request for appeal detailing their reason(s) that the action should not be taken.
2. This written letter of appeal must be addressed to the Appeals Bureau, P. O. Box 2994, Baton Rouge, LA 70821 and be post marked within thirty (30) days of the receipt of the adverse action letter.
3. An Appeal Hearing Officer or Administrative Law Judge shall set a hearing date and conduct the hearing as outlined in the Administrative Procedure Act and the provisions of R.S. 46:107.

**§8809 *Operating Without A License Or In Violation Of
Departmental Regulations; Penalty; Injunctive Relief***

A. Penalty; Fines

1. The Department may issue fines to anyone who operates an Adult Residential Care Facility without a license issued by the Department or in violation of departmental regulations.
2. The fines shall not exceed two hundred and fifty (250) dollars for each day of offense and shall be levied in accordance with R.S. 40:2160.

- B. Injunctive Relief. If the Adult Residential Care Facility continues to operate without a license or in violation of departmental regulations, the Department of Social Services may file suit in the district court in the parish in which the facility is located for injunctive relief.

§8811 *General Authority and Regulations*

- A. Inspections

- 1. As authorized and directed under R.S. 40:2156, the Bureau shall inspect at regular intervals, not to exceed one (1) year or such shorter periods as may be deemed necessary by the Bureau, and without previous notice, all adult residential care facilities as defined in R.S. 40:2153 and LAC 48:I.8813.
- 2. The Bureau shall also develop and facilitate coordination with other authorized local, state, and federal agencies making inspections of adult residential care homes.

- B. Complaints

- 1. All complaints shall be reviewed to determine if they fall under the authority of the Department of Social Services or of another local, state or federal agency.
- 2. Complaints shall be investigated by the Bureau, referred to another agency or returned to the complainant if not accepted. A record of all complaints shall be retained by the Bureau in accordance with laws governing retention of records.

- C. Waiver; Standards Deemed To Be Met

- 1. The Secretary, Department of Social Services, in specific instances, may waive compliance with a minimum standard upon determination that the economic impact is sufficiently great to make compliance impractical, as long as the health and well-being of the staff and/or residents are not imperiled.
- 2. All waivers must be reviewed at least annually for continuance. A waiver may be withdrawn when it is determined that it was issued in error, situations have changed as to why the waiver was first issued, or when the provider has not complied with agreed upon stipulations.
- 3. If it is determined by the Bureau of Licensing that a facility is meeting or exceeding the intent of a standard or regulation, the standard or regulation may be deemed to be met.

- D. Waivers; General

- 1. Any Adult Residential Care Facility that was licensed, or that had made an application for licensure and was in the licensure process, prior to the effective

date of these regulations and that does not meet these regulations for room size and/or capacity may be issued a waiver for room size and/or capacity, if all other regulations are met and the following is documented:

- a. the economic impact is sufficiently great to make compliance impractical;
 - b. the facility remains in compliance with all other current licensing regulations; and,
 - c. the health and well-being of the residents and/or staff are not at risk.
2. Failure to adhere to the waiver requirements will result in the revocation of the waiver and the facility will be required to meet all current regulations.
 3. Any addition or renovation to the facility must meet all current licensing regulations including room size.
 4. Any facility that has a change of location, or that has had a license revoked, upon reapplication must be relicensed according to current regulations. Their right to a waiver will have been forfeited.

§8813 Definitions

- A. The following definitions shall apply unless the text clearly indicates otherwise.

Abuse - the infliction of physical or mental injury on an adult by other parties, including but not limited to such means as sexual abuse, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered.

Activities of Daily Living (ADLs) - these activities are considered the basic, vital, daily activities for persons and are identified as: bathing, grooming, dressing, dining, toileting, ambulation/transfer, assistance with self medication, etc.

Administrator - the individual designated by the owner or Governing Body as responsible for the management, administration and supervision of the Facility.

Adult - a person who has attained eighteen years of age.

Adult Residential Care Home or Facility - a public or privately operated (twenty-four hour) residence that provides personal assistance, lodging and meals for compensation to two or more adults who are unrelated to the residence licensee, owner, or director.

Adult Residential Service Plan - a written description of the functional capabilities of an individual, the individual's need for personal assistance and the services to be provided to meet the individual's needs.

Advocate - an impartial agent of an agency or organization designated by state legislation, state plan, the governor or the resident to represent the interests of the resident and speak on behalf of the resident of an adult residential care home.

Assisted Living Home/Facility - an Adult Residential Care Home/Facility that provides room, board and personal services, for compensation, to two (2) or more residents that reside in individual living units which contain, at a minimum, one (1) room with a kitchenette and a private bathroom. For licensure, an Assisted Living Home/Facility shall comply with licensing regulations established as core standards plus those in the assisted living module.

Assisted Living Services - a coordinated array of supportive personal services, twenty-four (24) hour supervision and assistance (scheduled and unscheduled), activities, and health-related services that are designed to allow the individual to reside in the least restrictive setting of his/her choice, to accommodate individual resident's changing needs and preferences, to maximize the resident's dignity, autonomy, privacy and independence, and to encourage family and community involvement. Assisted living services may be provided in facilities licensed as Adult Residential/Assisted Living Facility, Adult Residential/Personal Care Home or Adult Residential/Shelter Care Facility.

Bureau of Licensing or Bureau - the agency or office within the Department of Social Services with the responsibility for the inspection and licensure of Adult Residential Care Homes or Facilities.

Common Area - interior congregate space(s) that is made available for the free and informal use of residents or the guests thereof of the Adult Residential Care Home/Facility. Common area may include congregate dining rooms, living rooms, T.V. rooms, other sitting rooms, etc.

Continuous Nursing Care - 24 hour-a-day nursing supervision with the services ordered by a physician and continued monitoring of initial signs and physical status. Such services shall be medically complex enough to require routine supervision, assessment, planning, or intervention by a nurse, required to be performed by or under the direct supervision of licensed nursing personnel or other professional personnel for safe and effective performance, required on a daily basis, and consistent with the nature and severity of the resident's condition or disease state or stage.

Core Standards - the licensing regulations established for Adult Residential Care Home/Facility and contained in §§8801-8829.

Department - the Department of Social Services (DSS) of the State of Louisiana.

Direct Care Staff - an employee of the facility that provides personal services to the residents.

Director - the administrator or person designated by the administrator as responsible for carrying on the day-to-day management, supervision, and operation of the facility.

Duty Care Giver - a person that is not employed by the facility but provides care or services to the resident. (Private aid, home health nurses, therapist, and anyone else contracted with by the resident.)

Facility - shall refer to the licensed provider of Adult Residential Care (Assisted Living, Personal Care Home or Shelter Care Facility).

Imminent Danger - a danger that could reasonably be expected to cause death or life threatening physical or mental harm.

Instrumental Activities of Daily Living (IADLs) - these activities are considered to be instrumental, essential activities for persons, but are not usually considered as basic or vital activities of daily living, and may not be daily activities. Such activities would include, but are not limited to: socialization, managing personal affairs, financial management, shopping, housekeeping, appropriate transportation, correspondence, behavior and health management, etc.

License - a certificate which may be either provisional, extended, or full that is issued by the Bureau of Licensing to indicate a facility's authority to operate an Adult Residential Care Home/ Facility in compliance with the law.

Living Unit - an efficiency, one or two bedroom apartment or cottage that contains at a minimum a living/dining/bedroom area, kitchen/kitchenette, bathroom and storage space. There shall be not more than two bedrooms to a living unit.

Neglect - the failure to provide food, shelter, clothing, medical or other health services, appropriate security and supervision, or other personal services necessary for a resident's well-being.

Personal Care Home - an Adult Residential Care Home/Facility that provides room and board and personal services, for compensation, to two (2) but not more than eight (8) residents in a congregate living and dining setting and is in a home that is designed as any other private dwelling in the neighborhood. For licensure, a Personal Care Home shall comply with licensing regulations established as core standards plus those in the personal care home module.

Personal Services - includes, but is not limited to, individual assistance with or supervision of one or more Activities of Daily Living or Instrumental Activities of Daily Living.

Personnel - any person who in any manner serves or administers aid or assistance for the facility to a resident.

Provider - the owner of a facility and the representatives, agents and employees of the facility. If the owner is a closely-held corporation or a non-profit organization, "provider" includes the natural persons with actual ownership or control over the corporation, and the corporation's officers, directors and shareholders.

Representative - a person who voluntarily, with the resident's written authorization, may act upon the resident's direction regarding matters concerning the health and welfare of the resident, including having access to personal records contained in the resident's file and receiving information and notices about the resident's overall care and condition. No member of the governing body, administration, or staff of an adult residential facility or any member of their family may serve as the representative for a resident unless they are related to the resident by blood or marriage. In the case of an individual that has been interdicted, "representative" means the court-appointed curator or his designee.

Resident - an adult who resides in an adult residential care facility and receives lodging, meals, and at least one personal service.

Responsible Staff Person - the employee designated by the director to be responsible for supervising the operation of the facility during periods of temporary absence of the director.

Shall - indicates mandatory requirements.

Shelter Care Home - an Adult Residential Care Facility that provides room, board and personal services, for compensation, to nine (9) or more residents in a congregate living and dining setting. For licensure, a Shelter Care Facility shall comply with licensing regulations established as core standards plus those in the shelter care home module.

Should - indicates recommendations.

- B. The above definitions are not intended to be all inclusive. Other definitions are included in the text as appropriate.

§8815 Organization and Administration

- A. General Requirements. A Provider shall allow designated representatives of DSS in the performance of their mandated duties to inspect all aspects of a Provider's functioning which impact on residents and to interview any staff member or resident (if the resident agrees to said interview).
1. A Provider shall make any information or records that the Provider is required to have and any information reasonably related to assessment of compliance with these requirements available to DSS.
 2. The resident's rights shall not be considered abridged by this requirement.
- B. Governing Body. A Provider shall have an identifiable governing body with responsibility for and authority over the policies and activities of the program/agency.
1. A Provider shall have documents identifying all members of the governing body, their addresses, their terms of membership, and officers of the governing body, and terms of office of any officers.

2. When the governing body of a provider is comprised of more than one person, the governing body shall hold formal meetings at least twice a year. There shall be written minutes of all formal meetings and bylaws specifying frequency of meetings and quorum requirements.
3. When the governing body is composed of only one person, this person shall assume all responsibilities of the governing body.

C. Responsibilities of a Governing Body. The governing body of a provider shall:

1. ensure the provider's compliance and conformity with the provider's charter or other organizational documents;
2. ensure the provider's continual compliance and conformity with all relevant federal, state, local, and municipal laws and regulations;
3. ensure that the provider is adequately funded and fiscally sound;
4. review and approve the provider's annual budget;
5. designate a person to act as Administrator and delegate sufficient authority to this person to manage the provider (a sole owner may be the administrator);
6. formulate and annually review, in consultation with the Administrator, written policies concerning the provider's philosophy, goals, current services, personnel practices, job descriptions and fiscal management;
7. annually evaluate the Administrator's performance (if a sole owner is not acting as administrator);
8. have the authority to dismiss the Administrator (if a sole owner is not acting as administrator);
9. meet with designated representatives of DSS whenever required to do so;
10. inform designated representatives of DSS prior to initiating any substantial changes in the services provided by the provider; and,
11. notify the Bureau of Licensing in writing at least 30 days prior to any change in ownership. When a change of director occurs, the Bureau shall be notified in writing of the following within 10 working days of the change:
 - a. name and address of the new Director;
 - b. hire date; and,
 - c. résumé and credentials documenting qualifications as a Director (See §8819.B).

- D. **Jurisdictional Approvals.** The Provider shall comply and show proof of compliance with all relevant standards, regulations and requirements established by state, local, and municipal regulatory bodies. It is the Provider's responsibility to secure the following approvals:
1. the DSS Bureau of Licensing;
 2. the Office of Public Health;
 3. the Office of State Fire Marshal;
 4. the City Fire Department, if applicable; and,
 5. the applicable local governing authority (e.g., Zoning, Building Department or Permit Office).
- E. **Accessibility to Executive.** The Director or person authorized to act on behalf of the Director shall be accessible to facility staff or designated representatives of DSS at all times.

§8817 *Management Responsibilities*

- A. **Administrative File.** A Provider shall have an administrative file to include:
1. articles of Incorporation or certified copies thereof, if incorporated, or partnership documents, if applicable;
 2. current copy of the approved constitution and/or bylaws of the governing authority, with a current roster of the membership to include addresses of the governing authority;
 3. written policies and procedures approved by the owner/governing body that address the following:
 - a. confidentiality and security of files;
 - b. publicity;
 - c. personnel;
 - d. resident's rights;
 - e. grievance procedure;
 - f. safekeeping of personal possessions, if applicable;
 - g. residents' funds, if applicable;

- h. emergency and evacuation procedures;
 - i. abuse and neglect;
 - j. critical incidents;
 - k. admissions and discharge procedures; and,
 - l. medication.
- 4. minutes of formal Governing Body meetings;
 - 5. organizational chart of the Provider;
 - 6. all leases, contracts, and purchase-of-service agreements to which the provider is a party, which includes all appropriate credentials;
 - 7. insurance policies. Every Provider shall maintain in force at all times a comprehensive general business insurance policy or policies in an amount adequate to cover all foreseeable occurrences. The insurance shall include coverage for any personal or professional negligence, malpractice or misconduct by facility owners or employees; coverage for any injuries received by any resident while being transported by facility staff or third-party contractors; and coverage for any injuries sustained by any resident while in the facility. The policies shall be without limitations or exclusions of any kind; and,
 - 8. copies of Incident/Accident Reports.

B. Organizational Communication

- 1. A Provider shall establish procedures to assure written communication among staff to provide continuity of services to all residents.
- 2. Direct care employees shall have access to information concerning residents that is necessary for effective performance of the employee's assigned tasks.

C. Confidentiality and Security of Files. A Provider shall have written procedures for the maintenance and security of records specifying who shall supervise the maintenance of records, who shall have custody of records and to whom records may be released. Procedures shall address the following.

- 1. A Provider shall maintain the confidentiality of all residents' records. Employees of the facility shall not disclose or knowingly permit the disclosure of any information concerning the resident or his/her family, directly, or indirectly, to any unauthorized person.
- 2. A Provider shall obtain the resident's or legal representative's written, informed permission prior to releasing any information from which the resident or his/her

family might be identified, except to the DSS, Bureau of Licensing. Identification information may be given to appropriate authorities in cases of an emergency.

3. The Provider shall have a procedure by which representatives or family of residents are given an opportunity to receive information about the individual resident in care of the facility.
4. A Provider may use material from records for teaching and research purposes, if names are deleted and other identifying information is disguised or deleted.

D. **Publicity.** A Provider shall have written policies and procedures regarding the photographing and audio or audiovisual recordings of residents.

1. No resident shall be photographed or recorded without the resident's prior informed, written consent. Such consent cannot be made a condition for admission into, remaining in, or participating fully in the activities of, the facility. Consent agreements must clearly notify the resident of his/her rights under this regulation, must specify precisely what use is to be made of the photograph or recordings, and are valid for a maximum of one year from the date of execution. Residents are free to revoke such agreements at any time, either orally or in writing.
2. All photographs and recordings shall be used in a way that respects the dignity and confidentiality of the resident.

E. **Personnel Policies.** A Provider shall have written personnel policies that include:

1. a plan for recruitment, screening, orientation, ongoing training, development, supervision, and performance evaluation of staff members;
2. written job descriptions for each staff position including volunteers;
3. policies which provide for staff, upon offer of employment, to have a health assessment as defined in the Provider's policy and procedures. These policies shall, at a minimum, require that the individual has no evidence of active tuberculosis and that staff shall be retested on a time schedule as mandated by the Office of Public Health. Test results dated within one (1) year prior to offer of employment are acceptable for initial employment;
4. an employee grievance procedure;
5. abuse reporting procedures that require all employees to report any incidents of abuse or mistreatment whether that abuse or mistreatment is done by another staff member, a family member, a resident, or any other person;
6. a written policy to prevent discrimination.

F. Orientation

1. A Provider's orientation program shall include training in the following topics for all employees:
 - a. the policies and procedures of the facility;
 - b. emergency and evacuation procedures;
 - c. resident's rights;
 - d. procedures for and legal requirements concerning the reporting of abuse and critical incidents; and,
 - e. instruction in the specific responsibilities of the employee's job.
2. Orientation for direct care staff shall include an additional five (5) days of supervised training. Training, at a minimum, shall include the following:
 - a. training in Resident Care Services (ADL'S & IADL's) provided by the Facility;
 - b. infection control to include blood borne pathogens; and,
 - c. any specialized training to meet residents' needs.
3. A new employee shall not be given sole responsibility for the implementation of a client's program plan until this training is completed.
4. The staff member shall sign a statement certifying that such training has occurred.
5. Orientation and five (5) days of supervised training shall meet the first year's annual training requirements.
6. All direct care staff shall receive certification in adult First Aid within the first 30 days of employment.

G. Annual Training

1. A Provider shall ensure that each direct care worker participates in in-service training each year. Normal supervision shall not be considered for meeting this requirement.
2. The Provider shall document that direct care staff receive training on an annual basis in:
 - a. facility's policies and procedures;

- b. emergency and evacuation procedures;
 - c. resident's rights;
 - d. procedures and legal requirements concerning the reporting of abuse and critical incidents;
 - e. resident care services (ADL'S & IADL'S);
 - f. infection control to include blood borne pathogens;
 - g. any specialized training to meet residents' needs.
- 3. All direct care staff shall have documentation of current certification in First Aid.
 - 4. The Director shall participate annually in at least twelve (12) hours of continuing education in the field of geriatrics, assisted living concepts, specialized training in the population served and/or supervisory/management techniques.
 - 5. The employee shall sign a statement of understanding certifying that such training has occurred.
- H. Evaluation. An employee's Annual Performance Evaluation shall include his/her interaction with residents, family, and other providers.
- I. Personnel Files
- 1. A Provider shall maintain a personnel record for each employee. As a minimum, this file shall contain the following:
 - a. the application for employment and/or résumé of education, training, and experience;
 - b. a criminal history check, prior to an offer of employment, in accordance with state law;
 - c. evidence of applicable professional credentials/certifications according to state law;
 - d. documentation of TB test results and any other Provider required medical examinations;
 - e. documentation of three reference checks;
 - f. annual performance evaluation;
 - g. employee's hire and termination dates;

- h. documentation of orientation and annual training; and,
 - i. documentation of driver's license (if driving or transporting residents).
2. A Provider shall not release an employee's personnel file without the employee's written permission, except as required by state law.

J. Resident's Records

1. A Provider shall maintain a separate record for each resident. Such record shall be current and complete and shall be maintained in the Facility or in a central administrative location readily available to Facility staff and to the Bureau of Licensing staff.
2. Each record shall contain at least the following information:
- a. resident's name, marital status, date of birth, sex, Social Security number, and previous home address;
 - b. dates of admission and discharge;
 - c. names, addresses, and telephone numbers of responsible persons to be notified in case of accident, death, or other emergency;
 - d. name, address, and telephone number of a physician and dentist to be called in an emergency;
 - e. ambulatory status;
 - f. resident's plan/authorization for routine and emergency medical care as required in §8823.D.1;
 - g. resident's written authorization for a representative and their name, address, and telephone number, if applicable;
 - h. the pre-admission appraisal and admission agreement;
 - i. reports of the assessment specified in §8827.A.1 and of any special problems or precautions;
 - j. individual service plan, updates, and quarterly reviews;
 - k. continuing record of any illness, injury, or medical or dental care, when it impacts the resident's ability to function or the services he or she needs;
 - l. a record of all personal property and funds which the resident has entrusted to the home/facility;

- m. reports of any resident complaints or grievances and the conclusion or disposition of these reports;
 - n. incident reports; and,
 - o. written acknowledgments that the resident has received clear verbal explanations and copies of his/her rights, the house rules, written procedures for safekeeping of valuable personal possessions of residents, written statement explaining the resident's rights regarding personal funds, and the right to examine his/her record.
3. All information and records obtained from or regarding residents shall be stored and kept confidential.

K. Records

- 1. All records shall be maintained in an accessible, standardized order and format and shall be retained and disposed of in accordance with state laws.
- 2. A Provider shall have sufficient space, facilities, and supplies for providing effective record keeping services.

§8819 Required Staffing

- A. Each Adult Residential Home/Facility shall be staffed to properly safeguard the health, safety and welfare of the residents, as required by these regulations.
- B. At a minimum the following staff positions are required, however, one (1) person may occupy more than one position.
 - 1. Director
 - a. Each facility shall have a qualified Director who is an on-site employee and is responsible for the day-to-day management, supervision, and operation of the facility.
 - b. During periods of temporary absence of the Director, there shall be a responsible staff person designated to be in charge that has the knowledge and responsibility to handle any situation that may occur.
 - c. There shall be a Director or a responsible staff person on the premises twenty-four hours per day.
 - d. The Director shall have the responsibility and authority to carry out the policies of the licensee.
 - e. The Director shall be at least 21 years of age.

2. Designated Recreational/Activity Staff. There shall be an individual designated to organize and oversee the recreational and social program of the facility.
3. Direct Care Staff. Direct Care Staff may include care assistants, social workers, activities personnel, or other staff who clearly provide direct care services to residents on a regular basis.
 - a. The Provider shall demonstrate that sufficient staff are scheduled and available (working) to meet the 24-hour scheduled and unscheduled needs of the residents.
 - b. A facility shall not share direct care staff with another licensed facility. (Staff cannot fill two staff positions on the same shift at different licensed facilities.)
 - c. The Provider shall maintain a current work schedule for all employees, including relief workers, showing adequate coverage for each day and night.

§8821 *Resident Protection*

A. Resident's Rights

1. A Provider shall have a written policy on resident's civil rights and the practices of the Provider shall assure:
 - a. no resident of a facility shall be deprived of civil or legal rights, benefits or privileges guaranteed by law or the Constitution of the United States solely by reason of status as a resident of a facility;
 - b. a resident is not denied admission, segregated or otherwise subjected to discrimination on the basis of race, sex, handicap, creed, national background or ancestry;
 - c. a religious organization may limit admissions to its own adherents;
 - d. residents shall live within the least restrictive environment possible in order to retain their individuality and personal freedom.
2. In addition to the basic rights enjoyed by other adults, the Provider's written policy on rights shall assure that residents have the right to:
 - a. be treated as individuals and with dignity, be assured choice and privacy and the opportunity to act autonomously, take risks to enhance independence, and share responsibility for decisions;

- b. participate, and have family participate, if desired, in the planning of activities and services;
- c. receive or refuse care and services that are adequate, appropriate, and in compliance with conditions of residency, relevant federal and State laws and rules and regulations;
- d. receive upon admission and during his or her stay a written statement of the services provided by the facility and the charges for these services;
- e. be free from mental, emotional, and physical abuse and neglect and assured that no chemical restraints will be used;
- f. have records and other information about the resident kept confidential and released only with a resident's expressed written consent;
- g. have a service animal for medical reasons;
- h. receive a timely response to a request, from the Director and/or staff;
- i. have visitors of their choice without restrictions, as long as the rights of others are not infringed upon;
- j. have access to private telephone communication;
- k. send and receive mail promptly and unopened;
- l. furnish their own rooms and use and maintain personal clothing and possessions as space permits;
- m. manage his or her personal funds unless such authority has been delegated to another. If authority to manage personal funds has been delegated to the Provider, the resident has the right to examine the account during business hours;
- n. be notified in writing by the Provider when the Facility's license status is suspended, revoked or limited, and to be informed of the basis of the Licensing Agency's action. The resident's representative must also be notified;
- o. have freedom to participate by choice in accessible community activities and in social, political, medical, and religious activities and to have freedom to refuse such participation;
- p. arrange for third-party services at their own expense, that are not available through the facility as long as the resident remains in compliance with the conditions of residency;

- q. share a room with a spouse or other consenting resident of the facility;
 - r. be encouraged and assisted to exercise rights as a citizen; to voice grievances and suggest changes in policies and services to either staff or outside representatives without fear of restraint, interference, coercion, discrimination, or reprisal;
 - s. be given written notice of not less than thirty (30) days prior to discharge from the facility, except in life-threatening emergencies and when the resident is a danger to him/her self or to others;
 - t. remain in the current facility, foregoing a recommended transfer to obtain additional services, if a mutually agreed upon risk agreement is signed by the resident, the responsible representative (if any) and the Provider so long as it does not place the facility in conflict with these or other laws or regulations;
 - u. remain in their room/living unit unless a change in room/unit is related to resident preference or to transfer conditions stipulated in their contract that relate to the need for higher levels of service;
 - v. be fully informed of all resident rights and all rules governing resident conduct and responsibilities;
 - w. consult freely with counsel of their choice; and,
 - x. live in a physical environment which ensures their physical and emotional security and well-being.
3. Each resident shall be fully informed of these rights and of all rules and regulations governing residents' conduct and responsibilities, as evidenced by written acknowledgment, prior to or at the time of admission and when changes occur. Each resident's file shall contain a copy of the written acknowledgment which shall be signed and dated by the director/designee, resident and/or representative.
4. A copy of these rights shall be posted conspicuously in the facility.
- B. Resident Association. The Provider shall provide a formal process and structure by which residents, in representative groups and/or as a whole, are given the opportunity to advise the Director regarding resident services and life at the facility. Any resident requests, concerns or suggestions presented through this process will be addressed by the Director within a reasonable time frame, as necessitated by the concern, request or suggestion.
- C. Grievance Procedure. A Provider shall establish and have written grievance procedures to include, but not limited to:
- 1. a formal process to present grievances;

2. a formal appeals process for grievances; and,
 3. a process to respond to resident association requests and written grievances in a timely manner.
- D. Personal Possessions. The Provider may, at its discretion, offer to residents the service of safekeeping of valuable possessions. The Provider shall have a written statement of its policy.
1. If the Provider offers such a service, a copy of the written policy and procedures shall be given to a resident at the time of his/her admission.
 2. The Provider shall give the resident a receipt listing each item that it is holding in trust for the resident. A copy of the receipt shall be placed in the resident's record.
- E. Resident Funds
1. If a Provider offers the service of safekeeping and/or management of residents' personal funds, the facility's admission agreement shall include the resident's rights regarding personal funds and list the services offered and charges, if any.
 2. If a Provider offers the service of safekeeping and if a resident wishes to entrust funds, the Provider:
 - a. shall obtain written authorization from the resident and/or his/her representative to safekeeping of funds;
 - b. shall provide each resident with a receipt listing the amount of money the Facility is holding in trust for the resident;
 - c. shall maintain a current balance sheet containing all financial transactions to include the signatures of staff and the resident for each transaction; and,
 - d. shall not accept more than two hundred dollars (\$200) of a resident's money.
 3. If a Provider offers the service and if a resident wishes the Provider to assist with the management of all their funds, the Provider:
 - a. shall receive written authorization to manage the resident's funds from the resident and the representative, if applicable;
 - b. shall only manage a resident's money when such management is mandated by the resident's service plan; and,

- c. shall keep funds received from the resident for management in an individual account in the name of the resident.
4. Unless otherwise provided by state law, upon the death of a resident, the Provider shall provide the executor or administrator of the resident's estate or the representative of the resident as agreed upon in the admission agreement with a complete accounting of all the resident's funds and personal property of the resident being held by the Provider.

F. Emergency and Evacuation Procedures

1. The facility shall have telephone service on a twenty-four hour daily basis.
2. The Provider shall either post telephone numbers of emergency services, including the fire department, police department, medical services, poison control and ambulance or else show evidence of an alternate means of immediate access to these services.
3. The Provider shall have a detailed written plan and procedures to meet all potential emergencies and disasters such as fire, severe weather, evacuation of residences, and missing residents. These emergency and evacuation procedures shall include:
 - a. evacuation of residents to safe or sheltered areas;
 - b. means for an ongoing safety program including continuous inspection of the facility for possible hazards, continuous monitoring of safety equipment and investigation of all accidents or emergencies;
 - c. fire control and evacuation plan. In addition, such plan shall be posted in each residential unit in a conspicuous place and kept current;
 - d. fire drills shall be documented for each shift at least quarterly. The drills may be announced in advance to the residents. The drills shall involve the participation of the staff in accordance with the emergency plan (resident participation is not required);
 - e. transportation arrangements for hospitalization or any other services which are appropriate; and,
 - f. maintenance of a first aid kit for emergencies.
4. The Provider shall train all employees in emergency and evacuation procedures when they begin to work in the facility. The Provider shall review the procedures with existing staff at least once in each 12 month period.

5. A Provider shall immediately notify DSS and other appropriate agencies of any fire, disaster or other emergency that may present a danger to residents or require their evacuation from the facility.

G. Critical Incidents

1. A Provider shall have written procedures for the reporting and documentation of unusual incidents and other situations or circumstances affecting the health, safety or well-being of a resident or residents. (i.e. death of unnatural causes, injuries, fights or physical confrontations, situations requiring the use of passive physical restraints, suspected incidents of abuse or neglect).
 - a. Such procedures shall ensure timely verbal reporting to the Director or designee and a preliminary written report within twenty-four (24) hours of the incident.
 - b. Copies of all critical incident reports shall be kept as part of the client's record and a separate copy shall be kept in the administrative file of the provider.
2. Incident/Accident Report. When and if an incident occurs, a detailed report of the incident shall be made. As a minimum, the incident report shall contain the following:
 - a. circumstances under which the incident occurred;
 - b. date and time the incident occurred;
 - c. where the incident occurred (bathroom, bedroom, street, lawn, etc.);
 - d. immediate treatment and follow-up care;
 - e. name and address of witnesses;
 - f. date and time family or representative was notified;
 - g. symptoms of pain and injury discussed with the physician; and,
 - h. signatures of the staff completing the report, resident, and Director.
3. When an incident results in death of a resident, involves abuse or neglect of a resident, or entails any serious threat to the resident's health, safety or well-being a Provider shall:
 - a. immediately report verbally to the Administrator and submit a preliminary written report within twenty-four (24) hours of the incident;

- b. immediately notify Department of Health and Hospitals Adult Protection Services or Office of Elderly Affairs in the Office of the Governor, the Bureau of Licensing, and other appropriate authorities, according to state law, with written notification to the above agencies to follow within twenty-four hours of the suspected incident;
 - c. immediately notify the family or representative of the resident, with written notification to follow within twenty-four hours;
 - d. immediately notify the appropriate law enforcement authority in accordance with state law;
 - e. provide follow-up written reports to all the above persons and agencies;
 - f. take appropriate corrective action to prevent future incidents; and,
 - g. the Provider shall document its compliance with all of the above procedures for each incident, and shall keep such documentation (including any written reports or notifications) in the resident's file. A separate copy of all such documentation shall be kept in the provider's administrative file.
- H. Abuse and Neglect. A Provider shall have comprehensive written procedures concerning resident abuse and neglect to include provisions for:
- 1. training and maintaining staff awareness of abuse prevention, current definitions of abuse and neglect, reporting requirements and applicable laws;
 - 2. ensuring that regulations stipulated in §8821.G.3. for reporting critical incidents involving abuse and neglect are followed;
 - 3. ensuring that the Administrator completes an investigation report within ten (10) working days;
 - 4. ensuring that the resident is protected from potential harassment during the investigation;
 - 5. disciplining staff members who abuse or neglect residents; and,
 - 6. protecting residents from abuse inflicted by other residents or third parties, including, but not limited to, criminal prosecution of the offending person and his/her permanent removal from the facility.

§8823 Admission

- A. Admission Criteria. Residents considered for admission may include those who need, or wish to have available for themselves or their spouse, room, board, personal care and supervision due to age, infirmity, physical disability or social dependency. Residents with

advanced or higher care needs may be accepted or retained under the circumstances set forth in §8823.A.2.

1. The facility shall have a clear and specific written description of admission policies and procedures. This written description shall include, but is not limited to the following:
 - a. the application process and the possible reasons for the rejection of an application;
 - b. types of residents suitable to the facility;
 - c. services offered and allowed in the facility; and,
 - d. facility's house rules.
2. A facility may accept or retain residents in need of additional care beyond routine personal care provided that:
 - a. the resident, the representative, if applicable, and the Provider agree that acceptance or retention of the resident is appropriate;
 - b. the resident can provide or arrange for his or her own care and this care can be provided through appropriate private duty personnel;
 - c. the level of care required in order to accommodate the resident's additional needs does not amount to continuous nursing care except as follows:
 - i. the reason for the need for continuous nursing care is temporary (not to exceed ninety (90) days) and the Provider has the capability of meeting the needs of the resident; or,
 - ii. the resident or the legal representative of the resident provides for private duty care, or other health-related home and community-based services and assumes, in writing, full legal responsibility for the manner in which care is provided to the resident. In addition, this care and responsibility shall be in compliance with the facility rules for private duty care givers; and,
 - iii. care given, as allowed under this section shall not interfere with facility operations or create a danger to others in the facility.
3. A Provider shall not enter into contracts with outside providers to give health related services to individual residents. All such services shall be arranged for by the individual resident, the resident's family or the resident's representative.

4. The Provider shall encourage residents with impairments that impact their decision-making to arrange to have a representative.
5. A resident shall have the opportunity to request and consent to sharing a living unit with another resident. A facility shall not force any resident to share a living unit.

B. Pre-Admission Appraisal

1. The Provider shall complete and maintain a pre-admission appraisal on each applicant. This initial screening shall assess the applicant's needs and appropriateness for admissions and shall include the following:
 - a. the resident's physical and mental status;
 - b. the resident's need for personal services and for assistance with instrumental activities of daily living; and,
 - c. the resident's ability to evacuate the facility in the event of an emergency.
2. The pre-admission appraisal shall be completed and dated before the contract/admissions agreement is signed.

C. Admissions Agreement

1. The Provider shall complete and maintain individual written admission agreements with all persons admitted to the facility or with their legally responsible person or persons. The facility contract/admissions agreement shall specify the following:
 - a. clear and specific occupancy criteria and procedures (admission, transfer, and discharge);
 - b. basic services to be made available;
 - c. optional services which are available;
 - d. payment provisions, including the following:
 - i. covered and non-covered services;
 - ii. service packages and "a la carte" services;
 - iii. regular and extra fees;
 - iv. payor;

- v. due date; and,
 - vi. funding source, provided that the resident may refuse to disclose sources.
- e. modification conditions, including provision of at least 30 days prior written notice to the resident of any basic rate change, or for SSI/SSP rate changes, as soon as the Provider is notified. Agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modification;
 - f. refund conditions;
 - g. that the Bureau of Licensing has the authority to examine residents' records as part of the evaluation of the facility;
 - h. general facility policies which are for the purpose of making it possible for residents to live together, including policies and rules regarding third-party providers arranged by the resident (the use of private duty nurses or assistants);
 - i. division of responsibility between the facility, the resident, family, or others (e.g., arranging for or overseeing medical care, purchase of essential or desired supplies, emergencies, monitoring of health, handling of finances);
 - j. residents' rights;
 - k. explanation of the grievance procedure and appeals process, including information on outside agencies to which appeals may be made; and,
1. The availability of a service plan specific to the individual resident.
 2. The Provider shall allow review of the contract/admissions agreement by an attorney or other representative chosen by the resident.
 3. The admissions agreement shall be signed by the Director and by the resident and the representative, if applicable.
 4. The admissions agreement shall conform to all relevant federal, state and local laws and requirements.

D. Other Admission Criteria. At the time of admission the Provider shall:

1. obtain from the resident or the resident's family or representative, their plan for both routine and emergency medical care to include the name of physician(s) and provisions and authorization for emergency medical care;

2. document that the resident was informed of the Facility's emergency and evacuation procedures;
3. provide the resident with a copy of the house rules; and
4. obtain a copy of health power of attorney and living will if the resident or the resident's representative wants the facility to keep it on file.

§8825 Discharge

A. Mandatory Transfer or Discharge

The Director shall, in consultation with the resident and the representative, if applicable, assist in planning and implementing the transfer or discharge of the resident when:

1. the resident's physician certifies that the resident needs continuous nursing care, other than on a temporary basis not to exceed ninety (90) days, as allowed under §8823.A.2, and the resident or responsible person is unable or unwilling to provide private duty care and assume full responsibility for such care. In this situation, plans for other placement must be made as soon as possible;
2. the resident's condition is such that he or she is a danger to self or others or is consistently disruptive to the peace and order of the facility, staff services, or other residents; or,
3. the resident gives notice to vacate the facility.

B. Optional Transfer or Discharge

1. The Director may, in consultation with the resident and the representative, if applicable, plan and implement the transfer or discharge of the resident when:
 - a. the resident's adjustment to the facility is not satisfactory as determined by the Director in consultation with the resident or his or her representative. It is the responsibility of the Director to contact the resident's representative, if applicable, and request assistance to help the resident in adjusting. This request is to be made at the first indication of an adjustment problem;
 - b. the resident or representative has failed to pay all fees and costs stated in the admission agreement or otherwise materially breached the admission agreement.
2. It is the responsibility of the Adult Residential Facility to assure that needed services are provided, even if those services are to be provided by the resident's family or by an outside source under contract with the resident. When it comes to the attention of a Provider that a resident is being neglected (as defined under

§8813.A) due to the failure of the family or the contracted outside agency to provide needed services, the Adult Residential Facility may initiate a transfer or discharge of the resident.

C. Requirements for Discharge or Transfer

1. When a discharge or transfer is initiated by the Provider, the Director must provide the resident, and his/her representative, if applicable, with thirty (30) days prior written notice citing the reason for the discharge or transfer, except shorter notice may be given in cases where the resident is a danger to self or others or is in need of services that the Provider cannot provide.
2. At the request of the resident or representative, copies of all pertinent information shall be given to the Director of the licensed facility to which the resident moves.

D. Discharge Records

1. The following discharge information shall be recorded in the resident's record:
 - a. date of discharge;
 - b. destination, if known; and,
 - c. reason(s) for leaving, if known.
2. Discharge records shall be retained for at least three (3) years.

§8827 Services

A. Assessment, Service Coordination, and Monitoring

1. Once the resident is admitted, the Provider shall conduct an assessment to determine the needs and preferences of the resident which will be kept in the resident's record and shall at a minimum, include:
 - a. the resident's interests, likes and dislikes;
 - b. review of physical health, psycho-social status, and cognitive status and determination of services necessary to meet those needs;
 - c. a summary of the resident's health needs, if any, including medication, treatment and special diet orders obtained from professionals with responsibility for the resident's physical or emotional health;
 - d. a written description of the activities of daily living and instrumental activities of daily living for which the resident requires assistance, if any, obtained from the resident, the resident's physician, family, or representative;

- e. recreational and social activities which are suitable or desirable;
 - f. a plan for handling special emergency evacuation needs, if any; and,
 - g. additional information or documents pertinent to the resident's service planning, such as guardianship papers, power of attorney, living wills, do-not-resuscitate orders, or other relevant medical documents.
2. Within 30 days after admission, the Provider, with input from the resident, and/or his/her representative shall develop a service plan using information from the assessment.
 3. The service plan shall be responsive to the resident's needs and preferences.
 4. The service plan shall include:
 - a. the resident's needs;
 - b. the scope, frequency, and duration of services and monitoring that will be provided to meet the resident's needs; and,
 - c. staff/Providers responsible for providing the services inclusive of third party providers.
 5. The resident's service plan shall be revised when a resident's condition or preferences change. The revised service plan shall be signed by the resident and the representative, if applicable, and the designated facility staff.
 6. The service plan shall be monitored on an ongoing basis to determine its continued appropriateness and to identify when a resident's condition or preferences have changed. A documented review of the service plan shall be made at least every quarter. However, changes to the plan may be made at any time, as necessary.
 7. All plans and reviews shall be signed by the resident, facility staff, and the representative, if applicable.

B. Personal and Supportive Services

1. The facility shall provide adequate services and oversight/supervision including adequate security measures, around the clock as needed for any resident.
2. The facility shall provide or coordinate, to the extent needed or desired by residents, the following services:
 - a. some assistance with all activities of daily living and all instrumental activities of daily living;

- b. up to three varied, appetizing meals a day, seven days a week, that take into account residents' preferences and needs;
 - c. basic personal laundry services;
 - d. opportunities for individual and group socialization and to utilize community resources to create a normal and realistic environment for community interaction within and outside the Facility (i.e. barber/beauty services, social/recreational opportunities);
 - e. services for residents who have behavior problems requiring ongoing staff support, intervention, and supervision to ensure no danger or infringement of the rights of other residents or individuals;
 - f. household services essential for the health and comfort of resident (e.g. floor cleaning, dusting, bed making, etc.);
 - g. assistance with self-administration of medications; and,
 - h. a program of recreational activities.
3. Each Provider shall, if requested by the resident and/or the representative, if applicable, assist in arranging for access to another provider for residents who, due to a mental, medical, or emotional condition, cannot benefit from the facility's program.

C. Medications

- 1. The Provider shall have clear written policies and procedures on medication assistance.
- 2. The Provider shall assist residents in the self-administration of prescription and non-prescription medication as agreed to in their contract or service plan and as allowed by state statute/regulations.
- 3. Assistance with self-administration of medications shall be limited to the following.
 - a. The resident may be reminded to take his/her medication.
 - b. The medication regimen, as indicated on the container may be read to the resident.
 - c. The dosage may be checked according to the container label.
 - d. The staff may open the medicine container (i.e. bottle, mediset, blister pak, etc.), if the resident lacks the ability to open the container.

- e. The resident may be physically assisted in pouring or otherwise taking medications, so long as the resident is cognitive of what the medication is, what it is for and the need for the medication.
4. If desired by the resident, the resident's family, other relatives, the resident's representative, or other close friend may transfer medication from the original container to a medication reminder container (pill organizer box).
 5. The resident may contract with an outside source for medication administration just as they can if they were living in their private home.
 6. A Provider shall not contract from an outside source for medication administration for residents.
 7. An employee that provides assistance with the self-administration of medications to a resident shall have documented training on the policies and procedures for medication assistance including the limitations of this assistance. Documentation shall include the signature of the employee. This training shall be repeated at least annually.
 8. Medications may be stored in the resident's own living unit/bedroom or in a secure central location.
 - a. Residents who do not require assistance with self administration of medications shall be allowed to keep prescription and non-prescription medication in their living unit/bedroom as long as they keep them secured from other residents.
 - b. If a resident requires assistance with self-administration of medication, the medication may be kept in a secure area in the resident's living unit/bedroom or in a secure central area.
 - i. If medications are kept in a secure central area, facility staff shall handle them in the same manner as if they were kept in the resident's living unit/bedroom.
 - ii. Medications kept in a secure central area shall be delivered to the individual resident at the appropriate time regardless of where the resident may be in the facility. Residents shall not be required to come to a "medication" area to receive medications.

D. Health Related Services

1. Each resident shall have the right to control his/her receipt of health related services including but not limited to:

- a. the right to retain the services of his/her own personal physician, dentist or other health care provider;
 - b. the right to confidentiality and privacy concerning his/her medical and dental condition and treatment; and,
 - c. the right to select the pharmacy or pharmacist of their choice.
2. The Provider shall plan or arrange in conjunction with the resident, the resident's family and/or representative for the following:
 - a. health assessment;
 - b. assistance with health tasks as needed/requested by the resident; and,
 - c. healthcare monitoring. (Healthcare monitoring consists of a regularly occurring process designed by the facility to identify changes in a resident's healthcare status.)
 3. A Provider shall only provide health related services as allowed by these regulations. Health related services above those allowed for by these regulations shall not be arranged for or contracted for by a Provider. These services shall be arranged for by the resident and/or the resident's representative.
 4. The Provider shall have a reporting procedure in place for notifying appropriate individuals of observed or reported changes in a resident's condition.

E. Transportation

1. The Provider shall have the capacity to provide or to arrange transportation for the following:
 - a. medical services, including ancillary services for medically related care (e.g., physician, pharmacist, therapist, podiatrist);
 - b. personal services, including barber/beauty services;
 - c. personal errands; and,
 - d. social/recreational opportunities.
2. The Provider shall ensure and document that any vehicle used in transporting residents, whether such vehicles are operated by a staff member or any other person acting on behalf of the Provider, is inspected and licensed in accordance with state law and has current commercial liability insurance in an amount sufficient to ensure payment of any resident losses resulting from that transportation, including uninsured motorist coverage.

3. When transportation services are provided by the facility, whether directly or by third party contract, the provider shall document and ensure that drivers have a valid Louisiana driver's license, that drivers have a clean driving record, and that they are trained/experienced in assisting residents.

F. Meals

1. The facility's menus, at a minimum, are reviewed and approved by a nutritionist or dietician to assure their nutritional appropriateness for the setting's residents.
2. The Provider shall make reasonable accommodations, as contracted for by the residents, to:
 - a. meet dietary requirements;
 - b. meet religious and ethnic preferences;
 - c. meet the temporary need for meals delivered to the resident's room;
 - d. meet residents' temporary schedule changes as well as residents' preferences (e.g. to skip a meal or prepare a simple late breakfast); and,
 - e. make snacks, fruits, and beverages available to residents when requested.
3. All food preparation areas (excluding areas in residents' units) are maintained in accordance with state and local sanitation and safe food handling standards.
4. Staff shall be available in the dining area to serve the food and to give individual attention as needed.
5. Written reports of inspections by the Department of Health and Hospitals, Office of Public Health, Sanitarian Services shall be kept on file in the facility.
6. Specific times for serving meals shall be established and posted.
7. Meals shall be prepared and served in a way that assures that they are appetizing, attractive, and nutritional and that promotes socialization among the residents.
8. Foods shall be prepared by methods that conserve the nutritive value, flavor, and appearance. It shall be palatable, properly prepared and sufficient in quantity and quality.

G. Menus

1. Menus shall be planned and written at least one week in advance and dated as served. The current week's menu shall be posted in one or more conspicuous places in the facility.
2. The Provider shall furnish medically prescribed diets to residents for which it contracts either in the contract or in the service plan. These menus shall be planned or approved by a Registered Licensed Dietician.
3. Records of all menus as served shall be kept on file for at least 30 days.
4. All substitutions made on the master menu shall be recorded in writing.

H. Food Supplies

1. All food in the facility shall be safe for human consumption.
2. Grade "A" pasteurized fluid milk and fluid milk products shall be used or served. Dry milk products may not be used, except for cooking purposes.

I. Food Protection

1. If food is prepared in a central kitchen and delivered to separate facilities, provision shall be made and approved by the Department of Health and Hospitals, Office of Public Health, Sanitarian Services for proper maintenance of food temperatures and a sanitary mode of transportation.
2. Facility's refrigerator(s) shall be maintained at a temperature of 45 degrees F or below. Freezers shall be maintained at a temperature of 0 degrees F or below. Thermometers shall be provided for all refrigerators and freezers.
3. Food stored in the refrigerator shall be covered.
4. Poisonous and toxic materials shall be identified, and placed in cabinets which are used for no other purpose.
5. Pets are not allowed in food preparation and service areas.

J. Ice and Drinking Water

1. The water supply shall be adequate, of a safe sanitary quality and from an approved source. Clean sanitary drinking water shall be available and accessible in adequate amounts at all times. Disposable cups, if used, shall be stored in such a way as to prevent contamination.

2. The ice scoop shall be maintained in a sanitary manner with the handle at no time coming in contact with the ice.

K. Recreation

1. The facility shall have a range of indoor and outdoor recreational and leisure opportunities to meet the needs and preferences of residents.
2. The Provider shall provide and/or coordinate access to community-based activities.
3. A monthly posted list of recreational and leisure activities in the facility and the community shall be available to the residents.

§8829 Environment

A. General

1. The facility shall be designed throughout to meet the accessibility needs of the residents.
2. Handrails and sufficient lighting are integrated into public areas as appropriate to assist residents in ambulation.
3. Windows used for ventilation to the outside and exterior doors used for ventilation shall be screened and in good repair.
4. The facility shall be constructed, equipped, and maintained in good repair and kept free of hazards.
5. The facility shall have sufficient storage space for administration records, locked areas for medications, cleaning supplies (janitorial), food service (supplies) and lawn maintenance (equipment).
6. There shall be evidence of routine maintenance and cleaning programs in all areas of the facility. The facility shall replace or repair broken, worn or defective furnishings and equipment promptly.

B. Exterior Space

1. A Provider shall ensure that all structures on the grounds of the facility accessible to residents are maintained in good repair and are free from any excessive hazard to health and safety.
2. A Provider shall maintain the grounds of the facility in an acceptable manner and shall ensure that the grounds are free from any hazard to health or safety.

- a. Garbage and rubbish that is stored outside shall be stored securely in covered containers and shall be removed on a regular basis.
 - b. Trash collection receptacles and incinerators shall be separate from outdoor recreational space and located as to avoid being a nuisance to neighbors.
 - c. Areas determined to be unsafe, including but not limited to steep grades, cliffs, open pits, swimming pools, high voltage boosters or high speed roads shall be fenced off or have natural barriers to protect residents.
 - d. Fences shall be in good repair.
3. A Provider shall have access to the outdoors for recreational use. The parking lot shall not double as recreational space.
 4. If a Provider accepts residents that have dementia or other conditions that may cause them to leave or walk away from the home/facility, an enclosed area shall be provided adjacent to the home/facility so that the residents may go outside safely.
 5. The facility's address or name shall be displayed so as to be easily visible from the street.

C. Common Space

1. A facility shall not share common living, or dining space with another facility licensed to care for individuals on a twenty-four (24) hour basis.
2. The facility shall provide common areas to allow residents the opportunity for socialization.
3. Common areas for leisure shall be at least sixty (60) square feet per licensed capacity.
4. Dining rooms and leisure areas shall be available for use by residents at appropriate times to provide periods of social and diversified individual and group activities.
5. The facility, with the exception of small personal care homes, shall provide public restrooms of sufficient number and location to serve residents and visitors. (Public restrooms are located close enough to activity hubs to allow residents with incontinence to participate comfortably in activities and social opportunities.)
6. The facility's common areas shall be accessible and maintained to provide a clean, safe, and attractive environment for the residents.
7. Leisure common areas shall not be confined to a single room.

8. Space used for administration, sleeping, or passage shall not be considered as dining or leisure space.
9. These informal areas shall be maintained at a comfortable temperature at all times.
10. An effective pest control service shall be in place.
11. Living and/or recreational rooms shall be furnished according to the activities offered. Furniture for living rooms and sitting areas shall include comfortable chairs, tables, and lamps of good repair and appearance.
12. The facility shall prominently post the Grievance Procedure, Resident's Rights, House Rules, Abuse and Neglect procedures in an area accessible to all residents.

D. Food Service

1. The facility shall have appropriately furnished dining room(s) that can accommodate residents in a comfortable dining environment. Dining room(s) may be sized to accommodate residents in either one or two settings.
2. The facility shall have a central or a warming kitchen.
3. The kitchen and food preparation area shall be well lighted, ventilated, and located apart from other areas which could occasion food contamination.
4. All kitchens and dining facilities shall be adequate to serve the number of residents residing in the facility and shall meet all applicable sanitation and safety standards.

E. Lighting

1. Sufficient lighting shall be provided for general lighting and reading in bedrooms/living units and common areas.
2. Night lights for corridors, emergency situations and the exterior shall be provided as needed for security and safety.

F. HVAC/Ventilation. The facility shall provide safe HVAC systems sufficient to maintain comfortable temperatures (65 – 80 degrees F) in all indoor public and private areas in all seasons of the year.

G. Laundry

1. The facility shall have a laundry service, either on-site or off-site, that is adequate to handle the needs of the residents, including those with incontinence.

2. On-site laundry facilities shall be located in a specifically designated area, and there shall be adequate rooms and spaces for sorting, processing, and storage of soiled material. Laundry rooms shall not open directly into resident common areas or food service areas. Domestic washers and dryers which are for the exclusive 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.

§8831 *Assisted Living*

- A. General. Assisted Living Facilities shall provide apartment-type units with doors that are capable of being locked to help ensure residents their privacy, dignity, and independence.
- B. Director Qualifications
 1. The Director shall, at least, meet one of the following criteria upon date of hire:
 - a. a Bachelor's degree plus two (2) years of experience in the fields of health, social services, geriatrics, management or administration; or
 - b. in lieu of a degree, six (6) years of experience in health, social services, geriatrics, management, administration or a combination of undergraduate education and experience for a total of six (6) years; or
 - c. a Master's degree in geriatrics, health care administration, or in a human service related field or their equivalent.
 2. Documentation of Director qualifications shall be on file at the facility.
- C. Staffing
 1. An assisted living facility shall have staff sufficient in number and qualifications on duty at all times to meet the needs of residents.
 2. The Facility shall have at least one (1) person on duty and awake twenty-four (24) hours per day.
 3. Additional night-time staff may be required as deemed necessary by the Bureau of Licensing and/or Office of State Fire Marshal depending upon the location of the facility, the response time of emergency agencies, the availability of other staff, and the number and condition of residents.
- D. Resident's Living Units
 1. The facility shall provide private, single or double-occupancy living units which residents may share if they choose. There shall be no more than two (2) bedrooms per living unit and each unit shall include at a minimum:

- a. a food preparation area consisting of a sink with hot and cold running water, electrical outlets, mini refrigerator, cooking appliance (such as microwave or stove), food storage cabinets, and counter space;
- b. a private bath which includes a toilet, sink, and shower or tub. The bathrooms must be ADA accessible, as required by the State Fire Marshal;
- c. dining/sitting/bedroom area; and,
- d. storage/closet space.

2. In addition, all units shall contain:

- a. an operating emergency call system (wired or wireless) that is easily accessible to the resident in the event of an emergency and that registers at a location that is monitored at all hours of the day and night. Facilities having more than one wing, floor or building shall be permitted to have a separate emergency call system in each provided all systems meet the above criteria;
- b. a lockable front door that is controlled by the resident;
- c. HVAC thermostats that can be individually controlled by the resident, with a locking mechanism provided, if required, to prevent harm to a resident; and,
- d. at least one telephone outlet. All monthly user charges may be the responsibility of the individual resident.

3. Privacy of residents shall be maintained in all living units and residents in double occupancy units shall have the right to select their roommates.

4. Residents shall be allowed to keep keys to their individual living unit.

5. Staff shall knock and request entrance before entering any occupied living unit.

6. Staff may have and utilize pass keys to units as is necessary for service or emergencies.

E. Efficiency/Studio Living Units

1. Efficiency/studio living units shall have a minimum of two hundred fifty (250) net square feet of floor space, excluding bathrooms and closets.

2. An efficiency/studio living unit may be shared by two (2) individuals only if the second individual is a husband/wife/relative or live-in companion and only then if both parties agree, in writing, to the arrangement.

F. Living Units With Separate Bedrooms

1. Living units with separate bedrooms shall have a living area (living/dining/kitchenette) of at least one hundred ninety (190) net square feet, excluding bathroom and closets.
2. Each separate bedroom shall have a minimum of one hundred twenty (120) net square feet, excluding bathroom and closet or wardrobe space.
3. Bedrooms designed for one (1) individual (120 net square feet) may only be shared with another individual if that individual is a husband/wife/relative or live-in companion and only then if both parties agree, in writing, to the arrangement.
4. Bedrooms designed for two (2) individuals shall have a minimum of two hundred (200) net square feet excluding bathrooms and closet or wardrobe space. Residents sharing a living unit with a two (2) person bedroom shall be allowed to chose their roommate. Both individuals must agree, in writing, to this arrangement.
5. No bedrooms shall accommodate more than two (2) residents.
6. Bedrooms shall contain an outside window. Skylights are not acceptable for use as windows.
7. A room where access is through a bathroom or another bedroom shall not be approved or used as a resident's bedroom.

G. Bathrooms

1. Entrance to a bathroom from one bedroom shall not be through another bedroom.
2. Grab bars and non-skid surfacing or strips shall be installed in all showers and bath areas.
3. Bathrooms shall have floors and walls of impermeable, cleanable, and easily sanitized materials.
4. Resident bathrooms must not be utilized for storage or purposes other than those indicated by this Subsection.
5. Hot and cold water faucets shall be easily identifiable.

- H. Storage. The Facility shall provide adequate portable or permanent closet(s) in the resident's unit for clothing and personal belongings.
- I. Furnishings and Supplies. Each Facility shall strive to maintain a residential environment and encourage residents to use their own furnishings and supplies. However, if the resident does not bring their own furniture, the Facility shall assist in planning and arranging for obtaining:
1. a bed, including a frame and a clean mattress and pillow;
 2. basic furnishings, such as a private dresser or similar storage area for personal belongings that is readily accessible to the resident;
 3. a closet, permanent or portable, to store clothing and aids to physical functioning, if any, which is readily accessible to the resident;
 4. a minimum of two (2) chairs;
 5. blankets, and linens appropriate in number and type for the season and the individual resident's comfort;
 6. towels and washcloths; and,
 7. provisions for dining in the living unit.
- J. Determination of Licensed Capacity. The following criteria shall be followed in determining licensed capacity of an assisted living facility.
1. Each efficiency/studio designed living unit shall be counted as one (1) in determining licensed capacity.
 2. Each living unit with one (1) private bedroom, of at least one hundred twenty (120) net square feet, shall be counted as one (1) in determining capacity.
 3. Each living unit with two (2) private bedrooms, of at least one hundred twenty (120) net square feet each, shall be counted as two (2) in determining licensed capacity. There shall be no more than two (2) bedrooms in each living area.
 4. Each living unit with a bedroom, of at least two hundred (200) net square feet, shall be counted as two (2) in determining licensed capacity. There shall be no more than two (2) bedrooms in each living unit.
 5. There shall also be at least sixty (60) net square feet of common space for each licensed unit. (Example: 60 X total licensed capacity equals required common space.)

6. It is recognized that there may be more individuals in a facility due to husbands and wives sharing a living unit than is listed as the total licensed capacity.

§8833 *Personal Care Home*

- A. General. As home-like an atmosphere as possible shall be provided. Restrictive rules shall be kept to a minimum. While some rules are necessary in group living to maintain a balance between individual wishes and group welfare, they shall not infringe upon a resident's civil rights of self-determination, privacy of person or thought and personal dignity.
- B. Director Qualifications
 1. The Director of a Personal Care Home shall meet one of the following criteria upon date of hire:
 - a. have at least two (2) years of college training plus one (1) year of experience in the fields of health, social services, geriatrics, management or administration; or
 - b. in lieu of two (2) years of college training, three (3) years of experience in health, social services, geriatrics, management, administration or a combination of undergraduate education and experience for a total of three (3) years; or
 - c. a Bachelor's degree in geriatrics, social services, nursing, health care administration or related field.
 2. Documentation of Director qualifications shall be on file.
- C. Staffing
 1. A home shall have staff sufficient in number and qualifications on duty at all times to meet the needs of the residents.
 2. Additional day and/or night-time staff may be required as deemed necessary by the Bureau and/or Office of State Fire Marshal depending upon the location of the facility, the response time of emergency agencies, the availability of other staff, and the number and condition of residents.
- D. House Rules. Each home shall have house rules pertaining to the following rights of residents:
 1. the reasonable use of tobacco and alcohol;
 2. the times and frequency of use of the public or communal telephone;

3. visitors;
4. hours and volume for viewing and listening to television, radio, and other media;
5. movement of residents in and out of the home;
6. use of personal property; and,
7. care of pets.

E. Employment

1. Each resident may voluntarily perform work or services for the home but not serve as unpaid staff for the required staffing.
2. A home shall assign as unpaid work for residents only housekeeping tasks similar to those performed in a normal home.
3. Each resident shall have the right to refuse to perform services for the home except as contracted for by the resident and the Provider or as provided in the service care plan.

F. Religion. A home shall have a written description of its religious orientation, particular religious practices that are observed and any religious restrictions on admission.

G. Food Service

1. A home shall ensure that a resident is provided at least three meals or their equivalent daily at regular times with not more than fourteen (14) hours between the evening meal and breakfast of the following day. Meal time shall be comparable to those in a normal home.
2. When meals are provided to staff, a home shall ensure that staff members eat substantially the same food served to residents in care.

H. Sleeping Accommodations

1. A home shall ensure that each single occupancy bedroom space has a floor area of at least one hundred (100) net square feet and that each multiple occupancy bedroom space has a floor area of at least seventy (70) net square feet for each resident. There shall be no more than two (2) residents per bedroom.
2. A home shall not use a room with a ceiling height of less than seven feet six inches as a bedroom, unless, in a room with varying ceiling heights, the portions of the room where the ceiling is at least seven feet six inches allow a usable floor space as required by this section.

3. A home shall not use any room which does not have a window opening to the outside as a bedroom. Skylights shall not substitute for a window.
4. Each resident in care of the home shall have his/her own bed. A double bed shall be provided for a married couple, if requested. Cots, bunk beds or portable beds are not allowed.
5. A home shall ensure that sheets, pillows and pillow cases, bedspreads and blankets are provided for each resident, as needed.
 - a. Enuretic residents shall have mattresses with moisture resistance covers.
 - b. Sheets and pillow cases shall be changed and laundered at least weekly and more often, if needed.
6. Each resident shall be provided with individual space, in the bedroom, for personal possessions or clothing such as dressers, chest of drawers, etc.
7. Residents shall be allowed to decorate their own bedrooms with pictures, etc. as they wish.
8. Each bedroom shall have a closet which opens directly into the room and be of sufficient size to serve the occupant(s) of the bedroom. If the bedroom does not have a closet opening into the room, there shall be a moveable closet or armoire available in the bedroom. If a moveable closet or armoire is used, this space shall not be counted in the net floor space.

I. Bathrooms

1. There shall be adequate toilet, bathing and handwashing facilities in accordance with the current edition of the State Sanitary Code.
2. Each bathroom shall contain wash basins with hot and cold water, flush toilets and bath or shower facilities with hot and cold water according to resident care needs.
3. Bathrooms shall be located so that they open into a hallway, common area or directly into the bedroom. If the bathroom opens directly into a bedroom, it shall be for the use of the occupants of that bedroom only.
4. Each bathroom shall be properly equipped with toilet paper, towels, soap and other items required for personal hygiene unless residents are individually given such items.
5. Tubs and showers shall have slip-proof surfaces.

6. A home shall provide toilets, baths and showers which allow for individual privacy unless residents in care require assistance.
 7. A home's bathrooms shall contain mirrors secured to the walls at convenient heights and other furnishings necessary to meet the resident's basic hygienic and grooming needs.
 8. A home's bathrooms shall be equipped to facilitate maximum self-help by residents. Grab bars are to be provided in bathrooms if needed by any resident in care.
 9. Toilets, wash basins and other plumbing or sanitary facilities in a home shall at all times, be maintained in good operating condition and shall be kept free of any material that might clog or otherwise impair their operation.
- J. Staff Quarters. A home utilizing live-in staff shall provide adequate, separate living space with a private bathroom for these staff. This private bathroom is not to be counted as available to residents in care.
- K. Administrative and Counseling Space
1. A home shall provide a space that is distinct from the resident's living areas to serve as an administrative office for records, secretarial work and bookkeeping.
 2. A home shall have a designated space to allow private discussions and/or counseling sessions between individual residents and staff or others.
- L. Determination of Licensed Capacity. The following criteria shall be followed in determining licensed capacity of a personal care home:
1. each bedroom with at least 100 net square feet shall be counted as one (1) in determining capacity;
 2. each bedroom with at least 140 net square feet shall be counted as two (2) in determining capacity. There shall be no more than two (2) residents in each bedroom;
 3. there shall also be at least sixty (60) net square feet of common space for the licensed capacity. (Example: 60 X total licensed capacity equals required common space or the net square feet of common space divided by 60 equals total licensed capacity.)

§8835 Shelter Care Facility

- A. Shelter Care Facilities shall provide living areas that are as home-like as possible. Restrictive rules shall be kept to a minimum and be such that they do not infringe upon a resident's civil rights of self-determination, privacy of person or thought, personal dignity, and independence.

- B. Director Qualifications
 - 1. The Director of a Shelter Care Facility shall meet one of the following upon date of hire:
 - a. have at least two (2) years of college training plus two (2) years of experience in the field of health, social services, geriatrics, management or administration; or
 - b. in lieu of two (2) years of college training, four (4) years' experience in health, social services, geriatrics, management, administration or a combination of undergraduate education and experience for a total of four (4) years; or
 - c. a Bachelor's degree in geriatrics, social service, nursing, health care administration or related field or their equivalent.
 - 2. Documentation of Director qualifications shall be on file at the facility.

- C. Staffing
 - 1. A Shelter Care Facility shall have staff sufficient in number and qualifications on duty at all times to meet the needs of the residents.
 - 2. The facility shall have at least one (1) person on duty and awake twenty-four (24) hours per day.
 - 3. Additional day and/or night-time staff may be required as deemed necessary by the Bureau of Licensing and/or State Fire Marshal depending upon the location of the facility, the response time of emergency agencies, the availability of other staff, and the number and condition of residents.

- D. Food Service
 - 1. A facility shall ensure that a resident is provided at least three meals or their equivalent daily at regular times with not more than fourteen (14) hours between the evening meal and breakfast of the following day. Meal time shall be comparable to those of a normal home.

2. A facility shall hire a full-time cook. A full-time cook means someone to prepare three meals a day seven days a week.

E. Bedrooms

1. A facility shall ensure that each single occupancy bedroom space has a floor area of at least one hundred (100) net square feet and that each double occupancy bedroom has a floor area of at least eighty (80) net square feet for each resident. There shall be no more than two (2) residents per bedroom.
2. Both residents sharing a double occupancy bedroom shall agree, in writing, to the shared living arrangement. (Husbands and wives do not have to sign such an agreement.)
3. A facility shall not use a room with a ceiling height of less than seven (7) feet six (6) inches as a bedroom, unless, in a room with varying ceiling heights, the portions of the room used to meet the room size are in compliance with the ceiling heights.
4. Each resident shall have a bed, mattress, pillow and bed linens to meet individual needs. Residents may bring beds and/or other furniture with them upon admittance so long as it does not interfere with the operation of the facility.
5. A husband and wife may bring, and use, a double bed.
6. Bunk beds or portable beds shall not be allowed.
7. Each resident shall be provided with individual space, in the bedrooms, for personal possessions or clothing such as dressers, chest of drawers, etc.
8. Residents shall be allowed to decorate their own bedrooms with pictures, etc., as they wish.
9. Each bedroom shall have a closet which opens directly into the room and be of sufficient size to serve the occupant(s) of the bedroom. If the bedroom does not have a closet opening into the room, there shall be a moveable closet or armoire available in the bedroom. If a moveable closet or armoire is used, this space shall not be counted in the net floor space.
10. All rooms used as bedrooms shall contain an outside window. Skylights are not acceptable for use as windows.
11. A room where access is through a bathroom or another bedroom shall not be approved or used as a resident's bedroom.

F. Bathrooms

1. There shall be adequate toilet, bathing and handwashing facilities in accordance with the current edition of the State Sanitary Code.
2. Bathrooms shall be located so that they open into a hallway, common area or directly into the bedroom. If the bathroom opens directly into a bedroom, it shall be for the use of the occupant(s) of that bedroom only.
3. Each bathroom shall be equipped with toilet paper, towels, soap, etc.
4. Tubs and showers shall have slip-proof surfaces.
5. Grab bars shall be installed in all tubs and showers and around toilets as needed by the residents.
6. Bathrooms shall have floors and walls of impermeable, cleanable, and easily sanitized materials.

G. Determination of Licensed Capacity. The following criteria shall be followed in determining licensed capacity of a Shelter Care Facility:

1. each bedroom with at least one hundred (100) net square feet shall be counted as one (1) in determining capacity.
2. each bedroom with at least one hundred sixty (160) net square feet shall be counted as two (2) in determining capacity.
3. no more than two (2) residents may share a bedroom.
4. there shall be at least sixty (60) net square feet of common space per resident. (Example: Sixty (60) X total licensed capacity equals the required common space needed.)