

## **Health Care Center Policies, Information, and Required Notices:**

*Acknowledgement of Receipt of Policies, Information, & Required Notices*

- ✓ Items Not Allowed in Residents Room
- ✓ Privacy Notice
- ✓ Statement of Resident Rights
- ✓ Self Determination End of Life Measures and Advance Directive
- ✓ Policy for Raising and Addressing Concerns – Grievance Procedure
- ✓ Authorized Electronic Monitoring
- ✓ Bed Rails Notification
- ✓ Smoking Policy
- ✓ Billing Charges and Refund Information
- ✓ Medicare Beneficiary Demand Bill
- ✓ Bed Hold Information and Practice Guidelines / Bed Hold Policy
- ✓ Medicaid Eligibility Guidelines for Application
- ✓ Private Sitter Policy
- ✓ Food and Nutrition Services
- ✓ Resident Group and Family Council Information
- ✓ MDS Data for Health Care Information (RAI Manual) Upon Admission
- ✓ Pharmcare Pharmacy Notices and Forms
- ✓ Antibiotic Stewardship Information – CDC
- ✓ Emergency Communication Policy
- ✓ Misappropriation of Resident Funds – Civil Liability Act TAC 242.020
- ✓ No Cash Policy Announcement
- ✓ Connected Care Center Information
- ✓ Facility COVID-19 Status Update Notification and Vaccination Information

### **ACKNOWLEDGEMENT**

**My signature below acknowledges that I have received copies of the above listed items as of the date of the signing of this form.**

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*Resident Representative Signature*

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*Signing Date*

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*Relationship to Resident*

*Full copies of the notices, information, and policies listed on this acknowledgement can also be found on our website. [Please visit us at:](#)*

## **Items Not Allowed in Resident Rooms:**

**MEDICATIONS:** (includes all Prescription and Over-the-Counter drugs, except emergency items like nitroglycerin, which must be ordered by the doctor through the Health Care Center.)

Aspirin, Anacin, Bufferin, etc.	Mentholatum, Vicks, Deep Heat, Ben-Gay, etc.	
Cough syrup or drops	Rubbing alcohol or any liniments	Ex-Lax or any laxative
Vitamins, tonics, etc.	Murine, or any eye medications	Maalox, or any antacids
Sominex or any sleeping pills	Foot powders, creams or pads	Vaseline, Olive/Castor Oil
Any medicated creams or powders	Hemorrhoid treatment creams or pads	

If the resident is deemed safe to self-medicate, the above listed items must be secured in a locked box in the resident's room.

**NOTE:** A good rule of thumb has been established by the Food and Drug Administration whereby any products labeled Keep out of reach of children or carries any type of caution label is merchandise that contains ingredients which are harmful if taken without supervision or used in a way not designated. Many of our residents, due to mental impairments or poor eyesight might inadvertently drink or eat some of the above items causing irreparable harm.

### **SAFETY HAZARDS:**

Aerosol cans of any product that are combustible. Glass items which can be broken and cause cuts.

Razors and blades i.e.: a razor with a band type cartridge where the blade cannot be removed is permitted under some circumstances.

Wire coat hangers

No plastic trash cans or clothes hampers.

Scissors or knives - only blunt edge scissors are permitted.

Crochet needles are allowed - only plastic knitting needles are acceptable. Egg crate mattresses not allowed.

Plant food or cleaning supplies - none that carry a caution label. Excess papers or furnishings - those items can cause fires or falls.

Food - only limited amounts in air tight containers that are within the limits of the resident's diet. Excess food encourages insects and other pests - especially limit items which are highly perishable.

Electrical appliances - no coffee pots, toaster, electric blankets, heaters, hair dryers, curling irons, etc. Heating pads or fans only by order of the physician and they must be UL approved; refrigerators are only permitted with a physician order and within limits of special diets. Check with Director of Nurses first.

No electronic ovens under any circumstances.

Hot water bottles, ice packs, etc. - all must be given as treatments by order of the attending physician. Extension cords and multiple plugs not allowed.

Room deodorizers - not allowed.

Smoking or smoking materials - not allowed.

**(This list is not all inclusive)**

### **SPECIAL NOTE:**

Always check before bringing in food or any item which might be detrimental to the care of any of our residents; this includes items that may be detrimental to residents on special diets. If you have any questions, regarding which items are not allowed please check with the administrator or director of nursing.

## **Privacy Notice- Uses and Disclosures of Health Information**

*This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.*

We use health information about you for treatment, to obtain payment for treatment, for administrative purposes, and to evaluate the quality of care that you receive.

We may use or disclose identifiable health information about you without your authorization for several other reasons. Subject to certain requirements, we may give out health information without your authorization for public health purposes, for auditing purposes, for research studies, and for emergencies. We provide information when otherwise required by law, such as for law enforcement in specific circumstances. In any other situation, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures.

We may change our policies at any time. Before we make a significant change in our policies, we will change our notice and post the new notice on our bulletin board. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

### **Individual rights**

In most cases, you have the right to look at or get a copy of health information about you that we use to make decisions about you. If you request copies, we will charge you a reasonable fee for each page. We will accommodate reasonable requests you may have for health information to be communicated by alternate means or at alternate locations. You also have the right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment or related administrative purposes. If you believe that information in your record is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

You may request in writing that we not use or disclose your information for treatment, payment and administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request but are not legally required to accept it. We will notify you if we are unable to agree to a requested restriction.

### **Complaints**

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed below. A complaint will not result in retaliation. You also may send a written complaint to the U.S. Department of Health and Human Services. The person listed below can provide you with the appropriate address upon request.

### **Our legal duty**

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

**If you have any questions or complaints, please contact:**

**Customer Service Office (866) 391-6123**

**or**

**Risk Management Coordinator (214) 841-4804**

**7120 Shelby Avenue, Greenville, TX 75402**



# Nursing Facility

## Residents' Rights

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Residents of Texas nursing facilities have all the rights, benefits, responsibilities, and privileges granted by the Constitution and laws of this state and the United States. They have the right to be free of interference, coercion, discrimination, and reprisal in exercising these rights as citizens of the United States.

### Dignity and Respect

#### **You have the right to:**

- Live in safe, decent and clean conditions
- Be free from abuse, neglect and exploitation.
- Be treated with dignity, courtesy, consideration and respect.
- Be free from discrimination based on age, race, religion, sex, nationality, disability, marital status or source of payment.
- Practice your own religious beliefs.
- Keep and use personal property, and have it secure from theft or loss.
- Choose and wear your own clothes.
- Be free from any physical or chemical restraints used for discipline or convenience and not required to treat your medical symptoms.
- Receive visitors.

## **Freedom of Choice**

### **You have the right to:**

- Make your own choices regarding personal affairs, care, benefits and services.
- Choose your own doctor at your own expense or through a health care plan.
- Manage your own financial affairs in the least restrictive method or to delegate that responsibility to another person.
- Access money and property you have deposited with the facility and to have an accounting of your money and property that are deposited with the facility and of all financial transactions made with or on your behalf.
- Participate in activities inside and outside the facility.
- Place an electronic monitoring device that is owned and operated by you or provided by your guardian or legal representative in your room.
- Refuse to perform services for the person or facility providing services.
- Use advance directives as defined in the Texas Health and Safety Code, §166.002.
- Designate a guardian or representative to ensure quality stewardship of your affairs, if protective measures are required.

## **Privacy and Confidentiality**

### **You have the right to:**

- Privacy, including privacy during visits, phone calls and while attending to personal needs.
- Have facility information about you maintained as confidential.
- Send and receive unopened mail and to receive help in reading or writing correspondence.

## **Participation in Your Care**

### **You have the right to:**

- Receive all care necessary to have the highest possible level of health.

- Participate in developing a plan of care, to refuse treatment, and to refuse to participate in experimental research.
- Refuse treatment, care, or services.
- Receive information about prescribed psychoactive medication from the person who prescribes the medication or that person's designee.
- Have any psychoactive medications prescribed and administered in a responsible manner as mandated by the Texas Health and Safety Code, §242.505, and to refuse to consent to the prescription of psychoactive medications.
- Access personal and clinical records, which will be maintained as confidential and may not be released without your consent.
- Communicate in your native language to acquire or to receive treatment, care or services.

## **Transfers and Discharges**

### **You have the right to:**

- Not be relocated within the facility, except in accordance with nursing facility regulations.
- Discharge yourself from the facility unless you have been determined mentally incompetent.
- Not be discharged from the facility, except in accordance with nursing facility regulations.
- Receive a 30-day written notice sent to you, your legally authorized representative or a family member.
- Appeal the discharge within 90 days of receiving notice in a Medicaid facility.
- Be readmitted to the facility as provided by nursing facility regulations.

## **Information**

### **You have the right to:**

- Receive a written statement or admission agreement describing the services provided by the facility and the related charges.
- Be informed of Medicare or Medicaid benefits.
- Receive a copy of the Statement of Resident Rights and to be informed of revisions.

- Be informed in a language you understand about your total medical condition, recommended treatment and expected results (including reasonably expected effects, side effects and associated risks), and be notified whenever there is a significant change in your condition.

## Complaints

### **You have the right to:**

- Complain about care or treatment and receive a prompt response to resolve the complaint without fear of reprisal or discrimination.
- Organize or participate in any group that presents residents' concerns to the administrator of the facility.

*Your rights may be restricted only to the extent necessary to protect you or others, or to protect the rights of others, particularly those rights relating to privacy and confidentiality.*

*There are other rights or remedies a person may be entitled to, according to rules and under law.*

## **To learn more or to file a complaint, contact:**

### **Complaint and Incident Intake**

800-458-9858

<https://www.hhs.texas.gov/about-hhs/your-rights/complaint-incident-intake>

### **Office of the State Long-Term Care Ombudsman**

800-252-2412

[https://apps.hhs.texas.gov/news\\_info/ombudsman/how\\_it\\_works.html](https://apps.hhs.texas.gov/news_info/ombudsman/how_it_works.html)

## **Self Determination End of Life Measures and Advanced Directives**

It is the Health Care Center's policy to provide to all residents and/ or responsible party members with information relating to an individual's rights under state law to make decisions concerning medical care, including the right to accept or refuse medical treatment, and the right to formulate Advance Directives. The Health Care Center respects the implementation of such rights and will follow all physicians' orders respecting such rights. Without physician's orders, Health Care Center's staff may be required to institute interventions that differ from the advance directive. The Health Care Center will clearly document in each resident's chart whether the resident has executed an advanced directive, and if so, what the directives will be. The Health Care Center will not discriminate against an individual based on whether the resident has executed an advanced directive.

The Health Care Center agrees to provide resident and or responsible party with the information regarding:

- Decisions concerning medical care, including the right to accept and refuse treatment when made in accordance with state law.
- Valid Advance Directives made in accordance with state law.

The making of Advance Directives by the resident is not a precondition to admission, nor does the Health Care Center otherwise discriminate against a resident based on whether Advance Directives have been made.

If the resident has an invalid Advance Directive or no Advance Directive and the resident or the representative wishes to refuse, withhold, or withdraw life-sustaining medical treatment, such decision shall be made consistent with state law and in conjunction with the Health Care Center's staff, management staff and the attending physician. Full consideration shall be given to the applicable state law as interpreted by the Legal Department.

### **Definitions:**

- **Advance Directive:** means (1) a Directive to Physicians and Family; (2) an Out -of-Hospital DNR Order; and (3) a Medical Power of Attorney.
- **Health care or treatment decision:** means a consent, refusal to consent, or withdraw of consent to health care, treatment, service, or a procedure to maintain, diagnose, to treat an individual's physical or mental condition.
- **Irreversible condition:** means a condition, injury, or illness: (A) that may be treated but is never cured or eliminated; (B) that leaves a person unable to care for or make decisions for the person's own self; and (C) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.
- **Terminal condition:** means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgement will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care. A patient who has been admitted to a program under which the person receives hospice services provide by a home and community support services agency is presumed to have terminal condition for purposes of this chapter.
- **Life-sustaining treatment:** means a treatment that, based on reasonable medical judgement, sustains the life a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support, such as mechanical breathing machines, kidney dialysis treatment, and artificial nutrition and hydration. The term does not include the administration of pain management medication or the performance of a medical procedure considered to be necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

### **Policy**

1. Competent adults may issue advance directives in accordance with applicable state laws.
2. Upon admission, the facility will provide the individual with a copy of his/her rights under Texas law concerning the right to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives.
3. If the resident has already executed an advanced directive, the facility will obtain a copy and place it on the clinical record. The facility will respect the wishes of the resident as outlined in the advance directive. The



primary nurse will note the resuscitation status of the resident on all applicable clinical records. Also, document whether the resident has executed the advance directive.

4. The facility will not condition the provision of care or otherwise discriminate against an individual based on the status of the advance directive.
5. The facility will ensure compliance with the requirements of Texas law concerning appropriate health care provisions when a resident has not provided written documentation for his/her advance directive, has not made a decision regarding his/her advance directive, or is incapacitated. When a resident is in a comatose or otherwise incapacitated state, and therefore unable to receive information or articulate whether an advance directive has been executed, the legal guardian and interested family member must receive the information concerning advance directives. The facility will provide the information to the resident once he/she is no longer incapacitated. When the resident or relative, surrogate, or other concerned or related individual presents the facility with a copy of the individual's advance directive, the facility will comply with the advance directive including recognition of a durable power of attorney for health care, to the extent allowed under state law. If no one comes forward with a previously executed advance directive and the resident is incapacitated or otherwise unable to have communicated whether an advance directive existed.
6. The facility must provide the attending physician with any information relating to a known existing Directive to Physician and/or Living Will of Durable Power of Attorney for health care and assist with coordination physicians order with any resident directive.
7. In the case of a resident who is determined to be end-stage disease and has not executed an advance directive and his/her legal guardian and/or interested family member cannot be contacted (after a period of three business days)
8. The resident's right to execute an advance directive or make changes to an existing advance directive any time during their admission to the facility will be recognized as applicable under Texas state law.
9. The facility will provide education for personnel on issues concerning advance directives.
10. Inservice will be conducted at least annually. Written records of education will be maintained in the employee's personnel record.
11. There are two witnesses required for all advance directive documents. Each witness must be a competent adult and one witness must satisfy the statutory qualifications of witnesses. One witness may NOT be: A person related to the declarant by blood or marriage, a person entitled to any part of the declarant's estate after the declarant's death under a will or codicil executed by the declarant or by operation of law, the attending physician, an employee of the attending physician, an employee of a health care facility in which the declarant is a patient if the employee is providing direct patient care to the patient or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility, or person, who, at the time of the written advance directive is executed, or if the directive is a non-written directive issued under this chapter, at the time the non-written directive is issued, has a claim against any part of the declaring's estate after the declaring's death.
12. If an advance directive or a treatment decision validity executed or issued conflicts with another treatment decision of advance directive, the treatment decision of advance directive made later in time controls.
13. A person may execute any of the three documents, including an out of hospital DNR at any time, including prior to the person being diagnosed as terminally ill. The person must be a competent adult.
14. The Directive to Physicians and Family or Surrogates becomes effective upon the certification by only one physician when the individual has a terminal or irreversible condition.
15. In circumstances in which a resident who has not executed a directive becomes unable to communicate, the attending physician and either the resident's legal guardian or agent acting under a Medical Power of Attorney to make treatment, may be made by the attending physician and one relative, provided such decisions are documented in the resident's medical record and signed by the attending physician.
16. The list of relatives is as follows in priority order: resident's spouse, resident's reasonably available adult children, resident's parent, resident's nearest living relative.
17. In circumstances in which a resident who has not executed a directive becomes unable to communicate and for whom a treatment decision has been made by the attending physician and either the resident's legal guardian, agent acting under medical Power of Attorney, in the situation where a relative of the resident within the priority relatives list wishing to challenge the decision may apply for temporary guardianship of the resident as per state law.

## **Emergency Care**

### **“Out of the hospital - Do Not Resuscitate- DNR”**

This facility makes every effort to comply with the end of life choices made by competent residents or individuals with Medical Power of Attorney or qualified family members of residents unable to make these decisions.

Residents who have completed a valid OOH (Out of Hospital) DNR (Do Not Resuscitate) form will have their wishes be honored. DNR does not mean do not treat. If resident has a treatable condition the physician and family will be notified as to the condition and a decision will be made if illness is treatable within the facility or requires transfer to hospital.

### **Physicians Order for DNR**

After consultation with the resident and/or resident representative, the physician can order a Do Not Resuscitate order for a resident. A standalone physician order will be recognized by facility staff, but will not be recognized by EMS.

EMS will only recognize a Texas Out of Hospital DNR order that is completed on the official form.

### **“Full Code”**

If choice is made for “Full Code” status the facility provides the following:

- Call 911
- Basis Life Support (cardio Pulmonary Resuscitation) (CPR)
- Maintaining the airway manually and assistance OR providing artificial ventilation (breathing by mouth-to- mouth, mouth to mask, or ambu-bag)
- Suctioning can be done if necessary
- Oxygen administration

The facility does not provide the following treatment within the facility:

- Transcutaneous Cardiac Pacing
- Advanced Airway Management (intubation)
- Blood or Blood Product Administration

## **Facility Policy for Raising and Addressing Concerns:**

It is our goal to provide quality care to our residents. We ask our residents and their family members and responsible parties to assist us in fulfilling our goal by bringing to our attention any and all suggestions, concerns or complaints, so that they can be promptly addressed.

The following is this Health Care Center's procedure for addressing issues and concerns raised by and on behalf of our residents.

1. We encourage residents, their family members, responsible parties and others to voice suggestions, concerns and complaints as soon as possible. It is most helpful if the suggestion or concern is expressed to the administrator (or other designated individual) or to a staff member providing services in the area of concern.
2. Any resident or resident representative has a right to submit a grievance verbally or in writing to the grievance coordinator of this facility. You may also submit an anonymous grievance by calling the hotline: 1-866-391-6123
3. Any information that may affect the immediate safety, health or well-being of a resident shall be considered urgent and relayed immediately to the charge nurse for immediate investigation.
4. The administrator shall be immediately advised of urgent concerns and will promptly review the concern and initiate appropriate action. Non-urgent concerns and suggestions shall be reviewed by the administrator within 24 hours of receipt and assigned to staff as may be appropriate for follow-up.
5. The administrator shall review the report and confirm that appropriate action has been taken and ensure feedback is provided to the person making the complaint regarding their concerns.
6. Nothing in this policy shall be construed as limiting in any way. The Health Care Center is committed to honoring its policy concerning investigation and reporting of allegations of abuse, neglect and mistreatment of residents and is committed to following applicable regulations concerning these matters.

## **Resident's Right To Voice Grievances**

The resident has the right to voice grievances to the facility or other agency or entity that hears grievances without discrimination or reprisal and without fear of discrimination or reprisal. Such grievances include those with respect to care and treatment which has been furnished as well as that which has not been furnished, the behavior of staff and of other residents; and other concerns regarding their LTC facility stay. The resident has the right to and the facility must make prompt efforts by the facility to resolve grievances the resident may have.

## **Facility Procedure**

1. The facility will notify residents on how to file a grievance orally, in writing, or anonymously with postings in prominent locations.
2. The grievance official of this facility is the administrator or their designee.
3. The grievance official will:
  - a. Oversee the grievance process
  - b. Receive and track grievances to their conclusion
  - c. Lead any necessary investigations by the facility
  - d. Maintain the confidentiality of all information associated with grievances
  - e. Issue written grievance decisions to the resident
  - f. Coordinate with state and federal agencies as necessary

As needed, the facility will take immediate action to prevent further potential violations of any resident right while the alleged violation is being investigated. All grievances involving alleged violations of neglect, abuse, including injuries of unknown source, and/or misappropriation of resident property, by anyone furnishing services on behalf of the provider, to the abuse preventionist.

1. All written grievances decisions will include:
  - a. The date the grievance was received
  - b. A summary statement of the resident's grievance
  - c. The steps taken to investigate the grievance
  - d. A summary of the pertinent findings or conclusions regarding the resident's concern(s)
  - e. A statement as to whether the grievance was confirmed or not confirmed
  - f. Any corrective action taken or to be taken by the facility as a result of the grievance
  - g. The date the written decision was issued
2. The facility will take appropriate corrective action in accordance with State law if the alleged violation of the residents' rights is confirmed by the facility or if an outside entity having jurisdiction, such as the State Survey Agency, Quality Improvement Organization, or local law enforcement agency confirms a violation of any of these residents' rights within its area of responsibility
3. Maintaining evidence demonstrating the results of all grievances for a period of no less than 3 years from the issuance of the grievance decision.

## **Concern Intake / Resolution Report Instructions**

Any time a conflict is perceived, the resident, or representative is encouraged by the staff of the health care center to:

1. Request a consultation with the interdisciplinary team.
2. Request a consultation with the administrator.
3. Request a consultation with the ombudsman.
4. File a formal grievance.
5. Call the Customer Service Help Line 1-866-391-6123.
6. Consult with the state and local advocacy groups.

The Office of the State Long-Term Care Ombudsman is concerned about the quality of life and care for all residents of nursing homes and assisted living facilities.

Your local area agency on aging has staff and specially trained volunteers available to help you. If you should have a problem, we encourage you to discuss your concerns with the nursing home staff. If you need further help, we will work with you, the staff, or the appropriate agency to resolve your complaint. This service is available to any resident, family, friend, or staff member on behalf of a resident.

### **Area Agency on Aging**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

### **Local Ombudsman**

### **Department of Aging and Disability Services State Long-Term Care Ombudsman**

1-512-438-4265

### **Regulatory Complaint Hotline**

1-800-458-9858

### **Medicaid Fraud Unit Medicaid Hotline**

1-800-252-8267

### **Texas Health and Human Services**

P.O. Box 85200  
 Austin, TX 7878-5200  
 P O Box 13247  
 Austin, TX 78711-3247  
 800-436-6184  
 877-787-8999  
 888-425-6889 TDD

### **Texas Health and Human Services Commission Office of the Ombudsman, MC H-700**

## **Information Regarding Authorized Electronic Monitoring**

A resident or the resident's guardian or legal representative is entitled to conduct authorized electronic monitoring (AEM) under Subchapter R, Chapter 242, Health and Safety Code. To request AEM, you, your guardian or your legal representative must:

1. Complete the Request for Authorized Electronic Monitoring form (available from the Health Care Center)
2. Obtain the consent of other residents, if any, in your room, using the Consent to Authorized Electronic Monitoring form (available from the Health Care Center)
3. Give the form(s) to the Health Care Center administrator or designee

### **Who may request AEM?**

1. The resident, if the resident has capability to request AEM and has not been judicially declared to lack the required capability.
2. The guardian of the resident, if the resident has been judicially declared to lack the required capability.
3. The legal representative of the resident, if the resident does not have capability to request AEM and has not been judicially declared to lack the required capability

### **Who determines if the resident does not have the capability to request AEM?**

The resident's physician will make the determination regarding the capability to request AEM. When the resident's physician has determined the resident lacks capability to request AEM, a person from the following list, in order of priority, may act as the resident's legal representative for the limited purpose of requesting AEM:

1. A person named in the resident's medical power of attorney or other advance directive
2. The resident's spouse, an adult child of the resident who has the waiver and consent of all other qualified adult children of the resident to act as the sole decision maker
3. A majority of the resident's reasonably available adult children
4. The resident's parents
5. The individual clearly identified to act for the resident by the resident before the resident became incapacitated or the resident's nearest living relative

### **Who may consent to AEM?**

1. The other resident(s) in the room
2. The guardian of the other resident, if the resident has been judicially declared to lack the required capability
3. The legal representative of the other resident, if the resident does not have capacity to sign the form but has not been judicially declared to lack the required capability. The legal representative is determined by following the procedure for determining a legal representative, as stated above, under "Who determines if the resident does not have the capability to request AEM?"

### **Can a resident be discharged or refused admittance for requesting AEM?**

A Health Care Center may not refuse to admit an individual and may not discharge a resident because of a request to conduct AEM. If either of these situations occurs, you should report the occurrence to the local office of Long-Term Care-Regulatory, Texas Department of Aging and Disability Services.

### **Who may request AEM?**

A Health Care Center may not discharge a resident because covert electronic monitoring is being conducted by or on behalf of a resident. A Health Care Center attempting to discharge a resident because of covert electronic monitoring should be reported to the local office of Long-Term Care-Regulatory, Texas Department of Aging and Disability Services.

## **What is required if a covert electronic monitoring device is discovered?**

If a covert electronic monitoring device is discovered by a Health Care Center and is no longer covert as defined in '242.843, Health and Safety Code, the resident must meet all requirements for AEM before monitoring is allowed to continue.

## **Is notice of AEM required?**

Anyone conducting AEM must post and maintain a conspicuous notice at the entrance to the resident's room. The notice must state that an electronic monitoring device is monitoring the room.

## **What is required for the installation of monitoring equipment?**

The resident or the resident's guardian or legal representative must pay for all costs associated with conducting AEM, including installation in compliance with life safety and electrical codes, maintenance, removal of the equipment, posting and removal of the notice, or repair following removal of the equipment and notice, other than the cost of electricity. A Health Care Center may require an electronic monitoring device to be installed in a manner that is safe for residents, employees, or visitors who may be moving about the room. A Health Care Center may also require that AEM be conducted in plain view.

The Health Care Center must make reasonable physical accommodation for AEM, which includes providing:

1. A reasonably secure place to mount the video surveillance camera or other electronic monitoring device; and
2. Access to power sources for the video surveillance camera or other electronic monitoring device.

If the Health Care Center refuses to permit AEM or fails to make reasonable physical accommodations for AEM, you should report the Health Care Center's refusal to the local office of Long-Term Care-Regulatory, Texas Department of Aging and Disability Services.

## **Are facilities subject to administrative penalties for violations of the electronic monitoring rules?**

Yes, DADS may assess an administrative penalty of \$500 against a Health Care Center for each instance in which the Health Care Center:

1. refuses to permit a resident or the resident's guardian or legal representative to conduct AEM;
2. refuses to admit an individual or discharges a resident because of a request to conduct AEM;
3. discharges a resident because covert electronic monitoring is being conducted by or on behalf of the resident; or
4. violates any other provision related to AEM.

## **How does AEM affect the reporting of abuse and neglect?**

The Texas Health and Safety Code, 1242.122, requires an individual to report abuse or neglect immediately. Section establishes a criminal penalty for failure to report abuse and neglect. If abuse or neglect has occurred, the most important thing is to report it, regardless of whether the reporting meets the legal definition of timely. Abuse and neglect cannot be addressed unless reported. For purposes of the duty to report abuse or neglect and the criminal penalty for the failure to report abuse or neglect, the following apply:

1. A person who is conducting electronic monitoring on behalf of a resident is considered to have viewed or listened to a tape or recording made by the electronic monitoring device on or before the 14th day after the date the tape or recording is made.



2. If a resident, who has capability to determine that the he/she has been abused or neglected and who is conducting electronic monitoring, gives a tape or recording made by the electronic monitoring device to a person and directs the person to view or listen to the tape or recording to determine whether abuse or neglect has occurred, the person to whom the resident gives the tape or recording is considered to have viewed or listened to the tape or recording on or before the seventh day after the date the person receives the tape or recording.
3. A person is required to report abuse based on the person's viewing of or listening to a tape or recording only if the incident of abuse is acquired on the tape or recording. A person is required to report neglect based on the person's viewing of or listening to a tape or recording only if it is clear from viewing or listening to the tape or recording that neglect has occurred.
4. If abuse or neglect of the resident is reported to the Health Care Center and the Health Care Center requests a copy of any relevant tape or recording made by an electronic monitoring device, the person who possesses the tape or recording must provide the Health Care Center with a copy at the Health Care Center's expense. The cost of the copy cannot exceed the community standard.
5. A person who sends more than one tape or recording to DADS must identify each tape or recording on which the person believes an incident of abuse or evidence of neglect may be found. Tapes or recordings should identify the place on the tape or recording that an incident of abuse or evidence of neglect may be found.

### **What is required for the use of a tape or recording by an agency or court?**

Subject to applicable rules of evidence and procedure, a tape or recording created through the use of covert monitoring or AEM may be admitted into evidence in a civil or criminal court action or administrative proceeding. A court or administrative agency may not admit into evidence a tape or recording created through the use of covert monitoring or AEM or take or authorize action based on the tape or recording unless:

1. The tape or recording shows the time and date the events on the tape or recording occurred, if the tape or recording is a video tape or recording;
2. The contents of the tape or recording have not been edited or artificially enhanced; and
3. Any transfer of the contents of the tape or recording was done by a qualified professional and the contents were not altered, if the contents have been transferred from the original format to another technological format.

### **Are there additional provisions of the law?**

A person who places an electronic monitoring device in the room of a resident or who uses or discloses a tape or other recording made by the device may be civilly liable for any unlawful violation of the privacy rights of another person.

A person who covertly places an electronic monitoring device in the room of a resident or who consents to or acquiesces in the covert placement of the device in the room of a resident has waived any privacy right the person may have had in connection with images or sounds that may be acquired by the device.

A person, who intentionally hampers, obstructs, tampers with, or destroys an electronic monitoring device installed in a resident's room in accordance with the Health and Safety Code, Subchapter R, Chapter 242, or a tape or recording made by the device, commits a Class B misdemeanor. It is a defense to prosecution that the person took the action with the effective consent of the resident on whose behalf the electronic monitoring device was installed or the resident's guardian or legal representative.

#### *Reference:*

Subchapter R, Chapter 242, Health and Safety Code

[Health and Safety Code Link](#)

## **Bed Rail Policy**

This facility will utilize bed rails for those residents that use them for bed mobility only. Bed rails will not be used in this facility to prevent the resident from leaving or rolling out of bed. Alternatives to bed rails will be used in those cases to attempt to prevent injury.

The facility will attempt to use appropriate alternatives prior to installing a side or bed rail. If a bed or side rail is used, the facility will ensure correct installation, use, and maintenance of bed rails, including but not limited to the following elements:

- Assess the resident for risk of entrapment from bed rails prior to installation.
- Review the risks and benefits of bed rails with the resident or resident representative and obtain informed consent prior to installation.
- Ensure that the bed's dimensions are appropriate for the resident's size and weight.
  - Follow the manufacturers' recommendations and specifications for installing and maintaining bed rails.

### **Assessment:**

- Prior to use of a bed rail the resident will be assessed to ensure the proper rail is utilized for the resident's need.
- The facility will re-evaluate the use of the rail on a periodic basis
- Based on the resident assessment, the interdisciplinary team (IDT) will make the determination for the plan of care as it relates to bed rails.

### **Consent:**

The resident and/or resident representative will provide consent for the use of rails prior to installation.



## **Smoking Policy**

Smoking policies must be formulated and adopted by the facility. The policies must comply with all applicable codes, regulations, and standards, including local ordinances. The facility is responsible for informing residents, staff, visitors, and other affected parties of smoking policies through distribution and/or posting. The facility is deemed a tobacco-free workplace.

The facility is responsible for enforcement of smoking policies which must include at least the following provisions:

1. Smoking tobacco, matches, lighters, or other ignition sources for smoking are not permitted to be kept or stored in a resident's room
2. A safe smoking assessment will be done regularly for each resident who smokes. Smoking by residents classified as unsafe will be prohibited except when the resident will be directly supervised by facility personnel or visitors who are aware of the resident's limitations with smoking. The resident must be within direct view of the smoking supervisor, in reasonably proximity of the supervisor, and the supervisor must be able to quickly respond in the event of an emergency. Additionally, the supervisor, whether staff or visitor must be aware of these responsibilities.
3. If the facility identifies that the resident needs assistance/supervision and/or additional protective devices for smoking, the facility includes this information in the resident's care plan, and reviews and revises the plan periodically as needed.
4. Smoking is only allowed in designated smoking areas. Smoking is prohibited in any area labeled No Smoking.
5. Smoking is prohibited in any area where flammable liquids, combustible gas, or oxygen are used or stored and in any other hazardous locations. These areas must be posted with No Smoking signs.
6. Smoking is not allowed in any resident rooms
7. Residents and employees are prohibited from smoking in any part of the facility or grounds except in the designated smoking areas.
8. Employees, medical staff, contract employees and visitors may not use any form of tobacco products inside the facility. This includes, but is not limited to, cigarettes, cigars, pipes, water pipes, bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco.
9. Ashtrays of noncombustible materials and safe design will be provided in all areas where smoking is permitted. Ashtrays will be a metal container with a self-closing cover device into which ash trays may be emptied. Ashtrays will be readily available in all areas where smoking is permitted.
10. The resident will be informed of the smoking policy upon admission and in conjunction with care plan meetings thereafter. Employees will be informed of the smoking policy upon hire and as needed thereafter.
11. The use of tobacco by staff is allowed only on scheduled breaks, and after hours and only in designated areas. Employees who violate the company policy will be subject to progressive discipline.
12. The designated area for employees and visitors will be clearly displayed and separate from employee or visitor entrances or parking areas.
13. A facility may establish a no smoking policy for any public areas of the facility.
14. Smoking policies must be formulated for site specific situations by each facility. The policies must comply with all applicable codes and regulations including the items contained within this policy. The facility is responsible for informing residents, staff, visitors, and other applicable parties of smoking policies through distribution and/or posting.
15. The facility will post a copy of the smoking policy in an easily accessible area for the information of residents, visitors, and employees.
16. Resident and visitor smoking cessation information will be available upon request from Social Services.
17. Employee smoking cessation information will be available upon request from the Employee Benefits Office.

## **E-cigarettes**

Per CMS S&C: 12-04-NH - These products are designed to deliver nicotine or other substances to the user in the form of a vapor. They are composed of a rechargeable, battery-operated heating element, a replaceable cartridge that may contain nicotine or other chemicals, and an atomizer that, when heated, converts the contents of the cartridge into a vapor. The vapor has a light odor that dissipates quickly. These e-cigarettes are not considered smoking devices, and their heating element does not pose the same dangers of ignition as regular cigarettes. E-cigarettes are not to be smoked indoors by residents unless at a designated indoor smoking area.

## **Billing Charges and Refunds**

Health Care Center, a Medicaid certified nursing Health Care Center, accepts applicable Medicaid payment for residents who are financially and medically eligible for Medicaid. In the event that Medicaid does not pay Basic Charges for reimbursable items and services for any reason, Resident/Responsible Party shall pay Health Care Center the current applicable rate for Basic Charges for the non-covered days of service and any additional items and services provided to Resident.

Medicaid eligible residents must pay or arrange to have paid to Health Care Center applied income, including but not limited to Social Security. Payment shall be made monthly on or before the 5th day of the month.

If unable to pay for goods and services provided pursuant to this Agreement, Resident/Responsible Party shall apply without delay for all available federal and/or state assistance. Responsible Party shall provide Resident and Health Care Center with any and all assistance required to complete such application.

Health Care Center assists residents in applying for Medicaid and may assist Resident in applying for any other available public assistance. Resident/ Responsible Party shall continue to pay Health Care Center pursuant to this Agreement and applicable law while any application for Medicaid is pending, and unless and until eligibility is determined and retroactive adjustment is required.

When Resident is not financially eligible for Medicaid, Resident/Responsible Party shall pay the current daily rate per day to cover Basic Charges associated with caring for Resident, and shall pay for all other reimbursable items and services provided to Resident not covered in Health Care Center's Basic Charges or reimbursed by a third-party payor. Resident/Responsible Party shall pay Basic Charges for the first month at the time of admission. Basic Charges and any additional amounts due for reimbursable items and services shall be billed on a monthly basis following admission and are due and payable within 5 days.

Health Care Center may increase or decrease the Basic Charges rate at any time with advance written notice.

Upon request, Resident/Responsible Party shall receive a refund of any unearned portion of the Basic Charges to which Resident is entitled, provided all terms of this Agreement have been met. All refunds shall be made within thirty (30) days following discharge.

Unless other arrangements are made, accounts which are not paid by the 10th of each month shall be charged interest at the rate of ten percent (10%) per annum until paid.

Resident/Responsible Party shall assign to Health Care Center the right to receive payment for any unpaid charges for goods and services that Health Care Center is authorized to bill to residents.

Resident/Responsible Party shall not take any action, including but not limited to setting up a trust, purchasing an annuity or otherwise transferring resources of Resident, that will divest Resident of assets or income or impair Resident's/Responsible Party's ability to comply with this Agreement.

## **Medicare Beneficiary Demand Bill Information**

This Health Care Center follows the (CMS), Centers for Medicare & Medicaid Services, requirements for notification of non-coverage upon admission and when a resident receiving skilled services no longer meets Medicare skilled level of care.

It is a requirement that if and when this Health Care Center makes determination that a beneficiary does not meet a Medicare skilled level of care either upon admission or if the beneficiary no longer meets the Medicare level of care at some point during the SNF stay, the Center will notify the resident or their representative via the SNF Advance Beneficiary Notice of Noncoverage (SNF ABN / Form CMS-10055 [2018]).

The SNF ABN includes the reason this Center believes Medicare skilled level of care was not met upon admission or no longer met during the stay, and that the Center believes Medicare will not pay. This SNF ABN must be signed and dated by the beneficiary or their representative and the beneficiary or their representative will make a decision about whether or not to proceed with treatment with the understanding that if the charges are sent to Medicare for consideration and denied, as expected, that the beneficiary will be responsible for all charges incurred.

If, after receiving notification, the beneficiary or their representative does not agree with this Health Care Center's determination, they may request that Medicare process the claim. This is referred to as a demand bill.

If a demand bill is requested, the beneficiary will not be billed until after Medicare has completed their review. The beneficiary will, however, be billed for items not normally covered by Medicare such as TV, telephone, etc.

*For more information please refer to the CMS Website on this topic:*  
Publication 100-04, Claims Processing Manual, Chapter 30, Section 70  
[Information](#)

*Sample of the SNF ABN / Form CMS 10055 Can be Found at the following:*  
[Word Document](#)  
[PDF Document](#)

*Reference Link:*  
<https://www.novitas-solutions.com>

## **Bed Hold Information and Practice Guidelines**

The Health Care Center's leadership will provide a written bed hold notice at the time of transfer of a resident for hospitalization or therapeutic leave.

The Health Care Center's leadership will re-admit a resident according to applicable state and federal guidelines if his/her hospitalization or therapeutic leave exceeds the bed hold policy.

### **Practice Guidelines:**

1. Two written notices are provided to a resident/family or legal representative regarding the bed hold policy in the event of hospitalization or therapeutic leave.
2. The first notice is given on admission and is re-issued in the event that the bed hold policy was to change. This notice includes:
  - a. The duration of the bed hold period under the State plan, if any, during which time the resident is permitted to return to the health care center.
  - b. The Health Care Center's policy regarding the bed-hold policy period, which describes re-admission rights and non-covered services should this period be exceeded.
3. The second notice is provided at the time of transfer for hospitalization or therapeutic leave and specifies the duration of the bed-hold period.
4. In the event of an emergency transfer, the family or representative are provided with written notice within 24 hours of the transfer, which can include sending a copy of the notice with other documents accompanying the resident to the hospital.
5. The Health Care Center follows an established written policy under which a resident whose hospitalization or therapeutic leave exceeds the bed-hold period under the State plan if the resident:
  - a. Requires the services provided by the health care center
  - b. Is eligible for Medicaid nursing health care center services.
6. This standard explains the non-covered services for days of excess absence and the re-admission rights to the next available bed.
7. Bed hold days in excess of the State plan are considered non-covered services. If the resident does not elect to pay to hold the bed, he/she may be re-admitted to the health care center upon the first available bed in a semi-private room. Medicaid eligible residents are re-admitted even if they have an outstanding Medicaid balance, after which time, they may be transferred if the health care center can demonstrate that non-payment of charges exist and notice requirements were followed.
8. See attached *Health Care Center Bed hold Policy Additional Information*.
9. Written notice will be given to Resident/Responsible Party for all planned discharges and transfers. Unless waived by the Resident/Responsible Party, thirty (30) days written notice will be given for discharges and transfers pursuant to subsections a and b, above. All other discharges will be made as soon as practicable.
10. Resident may be transferred or discharged if:
  - a. Necessary for Resident's welfare and Resident's needs cannot be met in Health Care Center;
  - b. Resident no longer needs services provided by Health Care Center;
  - c. Resident is endangering the safety of other persons in Health Care Center;
  - d. Resident is endangering the health of other individuals in Health Care Center;
  - e. Resident fails, after reasonable and appropriate notice, to pay, or have paid under Medicare or Medicaid for goods and services provided by Health Care Center;
  - f. Health Care Center ceases to participate in the program that pays for Resident's care; or
  - g. Resident has not resided in Health Care Center for thirty (30) days.

## **Health Care Center Bed Hold Policy Additional Information**

### **Bed hold fees are applied upon agreement as follows:**

For Medicaid Recipients, the Applied Income, which will be prorated based on the days of the month, (not to exceed the Texas Department of Health and Human Services Commission daily vendor rate in the case of Texas Medicaid recipients) will be charged otherwise the normal Semi-Private or Private Daily Room Rate commencing as of the date of the agreement and ending on the day the recipient returns to the Health Care Center or the room hold is cancelled. Medicare beds will be retained at the posted normal room rate. The total sum of room hold is due and must be paid in full at time of residents return's return.

### **Additional Information:**

The THHSC does not make vendor payments for anytime that a Medicaid recipient/resident is away from the Health Care Center because of inpatient hospitalization. Consequently, it is the responsibility of the Medicaid recipient or responsible party to reserve a bed at the Health Care Center and to pay bed hold charges as stated in the agreement. A bed hold fee may be charged only if the resident has actually left the physical premises of the building structure of the Health Care Center.

There are circumstances under which the Health Care Center may receive payment from the State of Texas with respect to a Medicaid recipient for a therapeutic home visit away from the Health Care Center. If the home visit is such that the THHSC is paying a fee for the same period, then the Health Care Center may not collect a bed hold fee from resident; however, the conduct of a therapeutic home visit is such that it does not qualify for reimbursement by the THHSC, then the Health Care Center may charge a bed hold fee under the provisions of the agreement. Since it is not possible to determine in many instances whether a therapeutic home visit will be a qualified therapeutic home visit for reimbursement, it is necessary that this agreement be entered into prior to the time of any discharge for purposes of a therapeutic home visit. No therapeutic home visits may exceed 72 hours (3 days).

The resident or responsible party is responsible for communicating to the Health Care Center in the event they wish to cancel the room hold.

In the event of an extended hospital stay, room hold charges must be paid by the first of the month. If room hold charges are not kept current, the room hold will be automatically cancelled.

# **Medicaid Eligibility Guidelines for Application**

## ***Medicaid Eligibility Requirements***

### **Maximum Gross Income:**

\$2,523.00 Individual and individual with an ineligible spouse

\$3,435.00 Max Combined income for Spousal Diversion

### **Counts as Income:**

- Social Security benefits
- Certain veterans' benefits
- Private pensions
- Interests and dividends
- Royalty and rental payments
- Federal employee annuities
- Railroad benefits
- State or local retirements benefits
- Gifts or contributions
- Earnings and wages

### **Resources- Maximum assets:**

\$2,000 Individual

\$3,000 Couple

### **Counts as a Resource:**

- Bank accounts and CD's
- Real property
- Life insurance policies
- Burial funds
- IRA
- Stocks and bonds
- Oil/gas/mineral rights
- Jewelry and antiques
- Cars and other vehicles
- Boats and recreational vehicles

### **Excluded assets:**

- Homestead where the individual intends to return to in Texas.
- Life Insurance, if the face value is less than \$1,500 or less per individual
- Separately identifiable burial funds of \$1,500 (less any excluded life insurance) or more, if irrevocable for the applicant/ client and spouse.
- One vehicle is excluded, regardless of value.
- If applicant has a spouse in community then \$27,480 minimum and \$137,400 maximum in resources is protected from countable resources. This excludes value of homestead, household goods, personal goods, one vehicle and burial funds.

### **Medical Necessity:**

“Medical Necessity is the determination that a recipient requires the services of licensed nurses in an institutional setting to carry out the physician’s planned regimen for total care. A recipient’s need for custodial care in a 24-hour institutional setting does not constitute a medical need. A group of health care professionals employed or contracted by the state Medicaid claims administrator contracted with HHSC makes individual determinations of medical necessity regarding nursing facility care. These health care professionals consist of physicians and registered nurses.”

TAC 19.101



## **Medical Necessity Determination Process with TMHP**

- Assessments are reviewed by TMHP nurses within 3 business days of a successfully submitted LTCMI or PASARR Screening.
- Assessments may remain in pending denial up to 21 calendar days. During this time, additional pertinent medical information may be submitted for review.
- If an assessment is denied Medical Necessity (MN), additional information must be received within 14 calendar days of date on denial letter.

### **The individual must demonstrate a medical condition that:**

1. is of sufficient seriousness that the individual's needs exceed the routine care which may be given by an untrained person;
2. requires licensed nurses' supervision, assessment, planning, and intervention that are available only in an institution.
3. The individual must require medical or nursing services that:
  - a. are ordered by a physician;
  - b. are dependent upon the individual's documented medical conditions;
  - c. require the skills of a registered or licensed vocational nurse;
  - d. are provided either directly by or under the supervision of a licensed nurse in an institutional setting; and
  - e. are required on a regular basis.

### **As outlined above Applicant must meet Medical Necessity criteria.**

- The applicant must meet the facilities Risk Assessment criteria
- The applicant must be a resident of Texas and the U.S. citizen or alien with approved status (for example, legalized or permanent resident alien).
- The applicant must be a patient in a Medicaid- contracted long term care facility for **30** consecutive days.

### **Applied Income:**

- Total gross income less \$60 for personal needs allowance (this is to be collected monthly throughout the Medicaid approval process)
- Applicant with a spouse in the community, they will owe total gross income less \$60 for personal needs, less \$3,435.00 for community spouse, less certain amount for dependents living with community spouse.
- If there is a couple applying for Medicaid, applied income will be total gross income less \$120 for personal needs.

### **Medicaid Eligibility Verification:**

- Copy of Social Security and Medicare Cards
- Copy of all Power of Attorney or Legal Guardianship with copy of current report to the court.
- Copy of last three bank statements for any account applicant is listed on or applicant's name is on the signature card for. Copy of any cancelled checks if available.
- Proof of the source of deposits shown on bank statements
- Copy of closing statement for any accounts closed in the last 3 years or from which applicant's name has been removed.
- Copy of any trust agreements
- Inventory of any safe deposit box



- Copy of notes, stocks and bonds
- Copy of deed to all transferred property (homes, land, mineral rights, life estates etc.)
- Copy of all life insurance policies showing face and cash surrender value
- Copy of deed to cemetery property
- Copy of all pre-need burial contracts
- Deed showing life estate
- Copy of oil, gas, mineral or surface rights owned.
- Provide verification of all income received; Social Security, Civil Service, Private Pension, Gifts, Royalties, Annuities, Teacher Retirement, Rental Income, Income from Notes/ Loans, Interest, Dividends, and all others.

### **Supplemental Security Income SSI:**

- A person who receives Supplemental Security Income (SSI) automatically receives Medicaid. Health and Human Services Commission (HHSC) sends information about Medicaid services to people receiving SSI. This resident will need to fill out a Medicaid application.
- If a person receiving SSI needs help applying for medical services that were received three months before applying for SSI, he or she must complete a medical application to request this help. Income and resource limits set by this program must be met.
- If an SSI recipient admits to the facility it is imperative that Social Security be notified of the occurrence. Social Security will need to know if stay will be long term or temporary and resident will return to the community.
- If SSI recipient is planning on staying longer than 90 days and SSI is their only income Social Security will stop the SSI check and will begin to send a \$30.00 check monthly. Upon Medicaid approval the resident will also begin to receive a \$30.00 check monthly from the State of Texas. This is the situation commonly referred to as “Full Vendor”; this resident will have a \$0.00 Applied Income.
- If SSI recipient received a social security check as well as SSI check, the SSI check will stop and the social security check less \$60.00 will be the Applied Income.

### **Maintaining Eligibility:**

- Once Medicaid has been approved, a benefit period for Long Term Care Medicaid is usually one year.
- Prior to the end of the benefit period, a renewal application will be sent to the beneficiary or his or her authorized representative.
- If facility is Representative Payee for Social Security check and the only checking account, the resident holds is the facility trust account we can assist in the renewal application. There must be no one else that can do the renewal and there must be no changes in the resident’s assets within the last benefit period.

## **Private Sitter Policy**

Resident sitters are employed by the resident and/or families for private duty sitting. Although the sitters are employees of the resident or responsible family member, the sitter must agree to uphold all facilities policy and procedures.

### **Procedure**

- 1) All sitters employed by resident and/or families for private duty sitting are the employees of the resident/responsible party who hired them. However, the facility will retain the right to run appropriate checks as needed to verify certification and background checks.
- 2) Each resident's medical care and supervision is the responsibility of the nursing facility. Sitters are to only preform such personal services as bathing, dressing, and grooming and/or ambulation assistance. The resident's responsible party will be responsible for outlining tasks for the sitter within the parameters of the facilities policy.
- 3) **ALL MEDICAL CARE, TREATMENTS AND ADMINISTRATION OF MEDICATIONS WILL BE PERFORMED BY THE FACILITY STAFF.**
- 4) Aside from providing personal services, each sitter's primary duty is to observe their resident and advise the charge nurse on duty and/or other facility staff of their observations and the needs and problems of the resident.
- 5) The sitter will be interviewed by the Director of Nursing or designee prior to being hired by the family. If the sitter is not acceptable for the staff duty (i.e., has been terminated by facility previously, not in good standing, etc.), or does not adhere to the facility standards and policies, the facility reserves the right to not accept the private sitter into the facility.
- 6) Private duty sitters will be required to review and sign an acknowledgement of the sitter policy prior to accepting an assignment within the facility.
- 7) Private duty sitters will be required to successfully pass all required background checks and submit to the employee health and vaccination policies.
- 8) Private duty sitters will be required to attend Orientation class prior to their initial start date.

## **Food and Nutrition Services**

Welcome to our facility! We hope you enjoy the meals while you stay with us. Our dietary department is supervised by a dietary services manager who is responsible for all aspects of meal service. He/she has completed a 120-hour training course which has qualified them to oversee food and nutrition services. We also have a registered dietitian (RD) who visits periodically to ensure that all kitchen operations meet our high standards for food quality and sanitation and ensures that our menu meets the recommended daily allowances. The RD will complete a nutritional assessment on every resident to ensure that their nutritional needs are met during their stay and will follow up routinely to assess resident changes in weight, laboratory values, and meal intake.

The dietary manager will visit you within your first 1-2 days in the facility to obtain your food preferences, breakfast selections, and discuss other aspects of our meal service program. We encourage you to eat in the dining room where you can make your beverage selections from the beverage bar and receive your food fresh and hot directly from the kitchen. We also offer an appetizer with the lunch meal on Monday through Friday, so come to the dining room a few minutes before lunch service begins to participate in the appetizer program with the activity director. If you prefer to eat in your room, your meal tray will be delivered shortly after the dining room is served. In addition to the menu of the day, an appealing alternate is also offered for each meal. You can also request the sandwich, soup, and/or salad of the day. If you notify the dietary department prior to the meal, you will receive your selected item when your meal is served, but if you find that you prefer an alternate once your tray has been served, kindly inform your server so they can obtain your alternate selection once the other residents have been served.

If your loved ones wish to share a meal with you, a meal ticket can be purchased from the front office for just \$4. Be sure to notify the food and nutrition department in advance so they can prepare sufficient food to accommodate all guest meals.

Nursing will make rounds to offer a small bedtime snack each evening, please inform the dietary manager if you prefer a specific snack and he/she will make every effort to accommodate your request. We hope that you will attend the monthly resident council meeting, where you can provide input into the menu served as well as help to choose the “Resident Meal of the Month”. The facility menu can be changed to reflect the regional and cultural food habits of the community after approval from the RD to ensure nutritional adequacy. If you wish to eat at non-traditional times, please inform the dietary manager so arrangements can be made.

The facility can provide most therapeutic diets and meals of varying consistencies as ordered by the physician. The Academy of Nutrition and Dietetics’ latest recommendation is that a liberalized diet be served in most long-term care facilities, so you may notice some differences from the therapeutic diets served at the hospital. For many diabetics, a low concentrated sweets diet is served when ordered by the physician, which provides regular foods with desserts of a smaller portion size. Diabetic medications can be adjusted by the physician to accommodate the carbohydrate level provided by this diet. Some extremely complex therapeutic diets may not be able to be offered by the facility, such as those that must be prepared under conditions not available in the facility kitchen, with equipment not available in the food and nutrition department, or with ingredients not available without a special order from the food vendor or a specialty food shop. Please inform us of any specialty diet or food requests upon admission so that we can ensure that we can meet your needs. While we will attempt to honor all food requests, if

specialty or brand-specific foods are requested that are not readily available, you will be notified in advance, so you can decide whether you wish to obtain them from another source, or have the cost charged to your resident fund. This does not include medically prescribed or medically necessary dietary foods or supplements.

If family members or other visitors bring food items for you, unfortunately these items cannot be stored, prepared, or reheated in the facility kitchen, due to risk of infection control and cross contamination. If you wish to keep a small refrigerator in your room, extension cords cannot be used, and you should monitor its interior temperature to ensure all foods are stored at a safe temperature or 40 degrees or less. Please discard all perishable foods within 7 days after preparation for food safety. The facility microwave can be used to reheat prepared foods brought from outside the facility if available.

Occasionally a visitor or other family member may bring food items to share with other residents besides their loved ones, and if so, the other residents will be notified as to the source of the food item and can make their own decision as to whether to consume it. This is like local community events such as birthday parties, potlucks, and fundraising fish fries or barbeques.

We hope that you enjoy your stay, and if you have a food request or need to speak to the dietary manager, please let your nurse know so that he/she can forward your request to the food and nutrition department.

## **Resident Group and Family Council Information**

A resident has the right to form a resident group in the Health Care Center and the family has the right to organize and form a group with other family members in the Health Care Center.

### **If a family council exists, the Health Care Center must:**

- Upon written request, allow the family council to meet in a common meeting room at the Health Care Center at least once a month during the hours mutually agreed upon by the family council and the Health Care Center.
- Provide the family council with adequate space on a prominent bulletin board to post notices and other information.
- Designate a staff person to act as the family council's liaison to the Health Care Center.
- Respond in writing to written requests by the family council within five working days.
- Include information about the existence of the family council in a mailing that occurs at least semi- annually.
- Permit a representative of the family council to discuss concerns with an individual conducting an inspection or survey of the Health Care Center.

### **A Health Care Center must not limit the rights of a resident, a resident's family member, or a family council member to meet with an outside person, including:**

- An employee of the Health Care Center during the employee's nonworking hours if the employee agrees.
- A member of a nonprofit or government organization.

### **A Health Care Center must not:**

- Terminate an existing family council.
- Prevent or interfere with the family council from receiving outside correspondence addressed to the family council or open family council mail.
- Willfully interfere with the formation, maintenance, or operation of a family council, including interfering by:
  - Denying a family council, the opportunity to accept help from an outside person.
  - Discriminating or retaliating against a family council participant.
  - Willfully scheduling events in conflict with previously scheduled family council meetings, if the Health Care Center has other scheduling options.

### **Please Note:**

Unless the resident objects, a family council member may authorize, in writing, another member to visit and observe a resident represented by the authorizing member.

Source <https://texreg.sos.state.tx.us>

## **MDS Data for Health Care Information RAI Manual upon Admission Information**

*This is just to be signed by the resident or family member in order to be given information, not signed for consent*

Residents must sign form in the 3.0 RAI Manual upon admission to NF or SNF The "Nursing Facilities - Privacy Act Statement - Health Care Records" form on page 1-14 of the MDS 3.0 RAJ Manual must be signed by all residents or their responsible party upon admission to the nursing facility or skilled nursing facility. As CMS wrote on page 1-13 of the MDS 3.0 RAJ Manual "The Privacy Act requires by regulation that all individuals whose data are collected and maintained in a federal database must receive notice. Therefore, residents in nursing facilities must be informed that the MDS data is being collected and submitted to the national system, QIES Assessment Submission and Processing and the State MDS database. The notice shown on page 1- 14 of this section meets the requirements of the Privacy Act of 1974 for nursing facilities. The form is a notice and not a consent to release or use MDS data for health care information. Each resident or family member must be given the notice containing submission information at the time of admission. It is important to remember that resident consent is not required to complete and submit MDS assessments that are required under OBRA or for Medicare payment purposes." Posted: (412712011)

Manual CH 1: Resident Assessment Instrument (RAI) presumably the new owner has assumed existing contractual rights and obligations including those under the contract for submitting MDS information. All contractual agreements regardless of their type involving the MDS data should not violate the requirements of participation in the Medicare and/or Medicaid program the Privacy Act of 1974 or any applicable State laws.

### **PRIVACY ACT STATEMENT - HEALTH CARE RECORDS**

**Long Term Care-Minimum Data Set (MDS) System of Records revised 04/28/2007**

**(Issued: 9-6-12, Implementation/Effective Date: 6-17-13)**

THIS FORM PROVIDES YOU THE ADVICE REQUIRED BY THE PRIVACY ACT OF 1947 (5 USC 552a).

**THIS FORM IS NOT A CONSENT FORM TO RELEASE OR USE HEALTHCARE INFORMATION  
PERTAINING TO YOU.**

- 1. AUTHORITY FOR COLLECTION OF INFORMATION, INCLUDING SOCIAL SECURITY NUMBER AND WHEATHER DISCLOSURE IS MANDATORY OR VOLUNTARY.** Authority for maintenance of the system is given under sections 1102(a), 1819(b) (3) (A), 1819(f), 1919(b)(3)(A), 1919(f) and 1864 of the Social Security Act.

The system contains information on all residents of long-term care (LTC) facilities that are Medicare and/or Medicaid certified, including private pay individuals and not limited to Medicare enrollment and entitlement, and Medicare Secondary Payer data containing other party liability insurance information necessary for appropriate Medicare claim payment.

Medicare and Medicaid participating LTC facilities are required to conduct comprehensive, accurate, standardized and reproducible assessments of each resident's functional capacity and health status. To implement this requirement, the facility must obtain information from every resident. This information is also used by the Centers for Medicare & Medicaid Services (CMS) to ensure that the facility meets quality standards and provides appropriate care to all residents. 42 CFR §483.20, requires LTC facilities to establish a database, the Minimum Data Set (MDS), of resident assessment information. The MDS data are required to be electronically transmitted to the CMS National Repository.

Because the law requires disclosure of this information to Federal and State sources as discussed above, a resident does not have the right to refuse consent to these disclosures. These data are protected under the requirements of the Federal Privacy Act of 1947 and the MDS LTC System of Records.

- 2. PRINCIPAL PURPOSES OF THE SYSTEM FOR WHICH INFORMATION IS INTENDED TO BE USED.** The primary purpose of the system is to aid in the administration of the survey and



certification, and payment of Medicare/Medicaid LTC services which include skilled nursing facilities (SNFs), nursing facilities (NFs) and non-critical access hospitals with a swing bed agreement.

Information in this system is also used to study and improve the effectiveness and quality of care given in these facilities. This system will only collect the minimum amount of personal data necessary to achieve the purposes of the MDS, reimbursement, policy and research functions.

**3. ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM.** The information collected will be entered into the LTC MDS System of Records, System No. 09-70-0528. This system will only disclose the minimum amount of personal data necessary to accomplish the purposes of the disclosure. Information from this system may be disclosed to the following entities under specific circumstances (routine uses), which include:

- i. To support Agency contractors, consultants, or grantees who have been contracted by the Agency to assist in accomplishment of a CMS function relating to the purposes for this system and who need to have access to the records in order to assist CMS;
- ii. To assist another Federal or state agency, agency of a state government, an agency established by state law, or its fiscal agent for purposes of contributing to the accuracy of CMS' proper payment of Medicare benefits and to enable such agencies to fulfill a requirement of a Federal statute or regulation that implements a health benefits program funded in whole or in part with Federal funds and for the purposes of determining, evaluating and/or assessing overall or aggregate cost, effectiveness, and/or quality of health care services provided in the State, and determine Medicare and/or Medicaid eligibility;
- iii. To assist Quality Improvement Organizations (QIOs) in connection with review of claims, or in connection with studies or other review activities, conducted pursuant to Title XI or Title XVIII of the Social Security Act and in performing affirmative outreach activities to individuals for the purpose of establishing and maintaining their entitlement to Medicare benefits or health insurance plans;
- iv. To assist insurers and other entities or organizations that process individual insurance claims or oversees administration of health care services for coordination of benefits with the Medicare program and for evaluating and monitoring Medicare claims information of beneficiaries including proper reimbursement for services provided;
- v. To support an individual or organization to facilitate research, evaluation, or epidemiological projects related to effectiveness, quality of care, prevention of disease or disability, the restoration or maintenance of health, or payment related projects;
- vi. To support litigation involving the agency, this information may be disclosed to The Department of Justice, courts or adjudicatory bodies;
- vii. To support national accrediting organization whose accredited facilities, meet certain Medicare requirements for inpatient hospital (including swing beds) services;
- viii. To assist a CMS contractor (including but not limited to fiscal intermediaries and carriers) that assists in the administration of a CMS-administered health benefits program, or to a grantee of a CMS- administered grant program to combat fraud, waste and abuse in certain health benefit programs; and
- ix. To assist another Federal agency or to an instrumentality of any governmental jurisdiction within or under the control of the United States (including any state or local governmental agency), that administers, or that heads the authority to investigate potential fraud, waste and abuse in the health benefits program funded in whole or in part by Federal funds.

**4. EFFECT ON INDIVIDUAL OF NOT PROVIDING INFORMATION.** The information contained in the LTC MDS System of Records is generally necessary for the facility to provide appropriate and effective care to each resident.

If a resident fails to provide such information, e.g. thorough medical history, inappropriate and potentially harmful care may result. Moreover, payment for services by Medicare, Medicaid and third parties, may not be available unless the facility has sufficient information to identify the individual and support a claim for payment.

**NOTE:** Residents or their representative must be supplied with a copy of the notice. This notice may be included in the admission packet for all new nursing home admissions or distributed in other ways to residents or their representative(s). Although signature of receipt is NOT required, providers may request to have the Resident or his or her Representative sign a copy of this notice as a means to document that notice was provided and merely acknowledges that they have been provided with this information.

Your signature merely acknowledges that you have been advised of the foregoing. If requested, a copy of this form will be furnished to you.

*Source*

[https://downloads.cms.gov/files/mds-3.0-rai-manual-v1.17.1\\_october\\_2019.pdf](https://downloads.cms.gov/files/mds-3.0-rai-manual-v1.17.1_october_2019.pdf)





# **Mission Statement**

## **Long Term Care Pharmacy Services**

The mission of PharmcareUSA Pharmacies is to provide comprehensive pharmacy services to assisted living facilities, skilled nursing facilities and other institutional healthcare facilities, and to deliver the most appropriate and cost effective pharmaceutical care.

By maintaining a professional staff experienced in the specialized needs of the long term care population, PharmcareUSA strives to reduce the costs associated with long term healthcare while improving the quality of care provided to the residents of its customer facilities.



# HIPAA NOTICE OF PRIVACY PRACTICES

## MEDICAL INFORMATION PRIVACY NOTICE

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

We are required by law to protect the privacy of your health information. We are also required to send you this notice, which explains how we may use information about you and when we can give out or "disclose" that information to others. You also have rights regarding your health information that are described in this notice. We are required by law to abide by the terms of this notice. The terms "information" or "health information" in this notice include any information We maintain that reasonably can be used to identify you and that relates to your physical or mental health condition, the provision of health care to you, or the payment for such health care. We have the right to change our privacy practices and the terms of this notice. If we make a material change to our privacy practices, we will provide a revised notice by direct mail to you reflecting that change within 60 days of the change and we will otherwise post the revised notice on our website [www.pharmcareusa.com](http://www.pharmcareusa.com). We reserve the right to make any revised or changed notice effective for information we already have and for information that we receive in the future.

**\*For purposes of this Notice of Privacy Practices, "We" or "Us" refer to any pharmacy or other service that is affiliated with PharmcareUSA. \***

## HOW WE USE OR DISCLOSE INFORMATION

**We must use and disclose** your health information to provide that information:

- ✓ To you or someone who has the legal right to act for you (your personal representative) in order to administer your rights as described in this notice; and
- ✓ To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected.
- ✓ We are prohibited by law to "sell" your protected health information.

**We have the right to use and disclose** health information for your treatment, to pay for your health care and to operate our business. For example, we may use or disclose your health information:

- ✓ **For Payment** of copays or other payments due us, to determine your coverage, and to process claims for pharmacy services you receive, we may tell your Physician if a prescribed medication is not covered by your insurance.
- ✓ **For Treatment.** We may use or disclose health information to aid in your treatment or the coordination of your care. For example, we may disclose information to your *Physicians* or hospitals to help them provide medical care to you.
- ✓ **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business activities related to providing and managing your medication therapy. For example, we might talk to your *Physician* to suggest a medication therapy that could help improve your health or we may analyze data to determine how we can improve our services.
- ✓ **To Provide Information on Health Related Programs or Products** such as alternative medical treatments and programs or about health-related products and services, subject to limits imposed by law as of February 17, 2010.
- ✓ **For Plan Sponsors.** If your coverage is through an employer sponsored group health *Plan*, We may share summary health information and enrollment and disenrollment information with the *Plan* sponsor. In addition, we may share other health information with the *Plan* sponsor for *Plan* administration if the *Plan* sponsor agrees to special restrictions on its use and disclosure of the information in accordance with Federal law.

**We may use or disclose** your health information for the following purposes under limited circumstances:

- ✓ **As Required by Law.** We may disclose information when required to do so by law.
- ✓ **To Persons Involved With Your Care.** We may use or disclose your health information to a person involved in your care or who helps pay for your care, such as a family member, when you are incapacitated or in an *Emergency*, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interests.
- ✓ **For Public Health Activities** such as reporting or preventing disease outbreaks.
- ✓ **For Reporting Victims of Abuse, Neglect or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social service or protective service agency.
- ✓ **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits and fraud and abuse investigations.
- ✓ **For Judicial or Administrative Proceedings** such as in response to a court order, search warrant or subpoena.
- ✓ **For Law Enforcement Purposes.** We may disclose your health information to a law enforcement official for purposes such as providing limited information to locate a missing person or report a crime.
- ✓ **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public, for example, disclosing information to public health agencies or law enforcement authorities, or in the event of an *Emergency* or natural disaster.
- ✓ **For Specialized Government Functions** such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.
- ✓ **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers compensation laws that govern job-related injuries or illness.
- ✓ **For Research Purposes** such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets privacy law requirements.
- ✓ **To Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.

- ✓ **For Organ Procurement Purposes.** We may use or disclose information to entities that handle procurement, banking or transplantation of organs, eyes or tissue to facilitate donation and transplantation.
- ✓ **To Correctional Institutions or Law Enforcement Officials** if you are an inmate of a correctional institution or under the custody of a law enforcement official, but only if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.
- ✓ **To Business Associates** that perform functions on Our behalf or provide Us with services if the information is necessary for such functions or services. Our business associates are required, under contract with Us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in Our contract. As of February 17, 2010, our business associates also will be directly subject to Federal privacy laws.
- ✓ **For Data Breach Notification Purposes.** We may use your contact information to provide legally required notices of unauthorized acquisition, access, or disclosure of your health information. We may send notice directly to you or provide notice to the sponsor of your *Plan* through which you receive coverage. Except for uses and disclosures described and limited as set forth in this notice, we will use and disclose your health information only with a written authorization from you. Once you give us authorization to release your health information, we cannot guarantee that the person to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at any time in writing, except if we have already acted based on your authorization. To find out where to mail your written authorization and how to revoke an authorization, contact the phone number listed on the back of your ID card.

## WHAT ARE YOUR RIGHTS

The following are your rights with respect to your health information:

- ✓ **You have the right to ask to restrict** uses or disclosures of your information for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. We may also have policies on *Dependent* access that authorize your dependents to request certain restrictions. **Please note that while We will try to honor your request and will permit requests consistent with Our policies, we are not required to agree to any restriction.**
- ✓ **You have the right to request** that a provider not send health information to us in certain circumstances if the health information concerns a health care item or service for which you have paid the provider out of pocket in full.
- ✓ **You have the right to ask to receive confidential communications** of information in a different manner or at a different place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where a disclosure of all or part of your health information otherwise could endanger you. We will accept verbal requests to receive confidential communications, but requests to modify or cancel a previous confidential communication request must be made in writing. Mail your request to the address listed below.
- ✓ **•You have the right to see and obtain a copy** of health information that may be used to make decisions about you such as claims and case or medical management records. You also may in some cases receive a summary of this health information. You must make a written request to inspect and copy your health information. Mail your request to the address listed below. In certain limited circumstances, we may deny your request to inspect and copy your health information. We may charge a reasonable fee for any copies. If we deny your request, you have the right to have the denial reviewed. If we maintain an electronic health record containing your health information, you have the right to request that we send a copy of your health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your health information.
- ✓ **You have the right to ask to amend** information we maintain about you if you believe the health information about you is wrong or incomplete. Your request must be in writing and provide the reasons for the requested *Amendment*. Mail your request to the address listed below. If we deny your request, you may have a statement of your disagreement added to your health information.
- ✓ **You have the right to receive an accounting** of certain disclosures of your information made by us during the six years prior to your request. This accounting will not include disclosures of information made: (i) prior to April 14, 2003; (ii) for treatment, payment, and health care operations purposes; (iii) to you or pursuant to your authorization; and (iv) to correctional institutions or law enforcement officials; and (v) other disclosures for which Federal law does not require us to provide an accounting.
- ✓ **You have the right to a paper copy of this notice.** You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may also obtain a copy of this notice at Our website, [www.pharmcareusa.com](http://www.pharmcareusa.com)

## EXERCISING YOUR RIGHTS

- ✓ **Contacting your Pharmacy Provider.** If you have any questions about this notice or want to exercise any of your rights, please call the phone number located on your prescription or call PharmcareUSA Corporate Offices at 1-866-219-3619
- ✓ **Submitting a Written Request.** Mail to us your written requests for modifying or cancelling a confidential communication, for copies of your records, or for *Amendments* to your record, at the following address:

PharmcareUSA  
PO BOX 70  
Hydro, OK 73048

- ✓ **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with Us at the address listed above. Attn: Corporate Compliance Officer.
- ✓ **You may also notify the Secretary of the U.S. Department of Health and Human**

## ***Medicare Prescription Drug Coverage and Your Rights***

### **You have the right to get a written explanation from your Medicare drug plan if:**

- Your doctor or pharmacist tells you that your Medicare drug plan will not cover a prescription drug in the amount or form prescribed by your doctor.
- You are asked to pay a different cost-sharing amount than you think you are required to pay for a prescription drug.

The Medicare drug plan's written explanation will give you the specific reasons why the prescription drug is not covered and will explain how to request an appeal if you disagree with the drug plan's decision.

### **You also have the right to ask your Medicare drug plan for an exception if:**

- You believe you need a drug that is not on your drug plan's list of covered drugs. The list of covered drugs is called a "formulary," or
- You believe you should get a drug you need at a lower cost-sharing amount.

### **What you need to do:**

- Contact your Medicare drug plan to ask for a written explanation about why a prescription is not covered or to ask for an exception if you believe you need a drug that is not on your drug plan's formulary or believe you should get a drug you need at a lower cost-sharing amount.
- Refer to the benefits booklet you received from your Medicare drug plan or call 1-800-MEDICARE to find out how to contact your drug plan.
- When you contact your Medicare drug plan, be ready to tell them:
  1. The prescription drug(s) that you believe you need.
  2. The name of the pharmacy or physician who told you that the prescription drug(s) is not covered.
  3. The date you were told that the prescription drug(s) is not covered.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0975. The time required to distribute this information collection once it has been completed is one minute per response, including the time to select the preprinted form, and hand it to the enrollee. If you have any comments concerning the accuracy of the time estimates or suggestions for improving this form, please write to CMS, 7500 Security Blvd, ATTN: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

No. CMS - 10147

## Patient's Bill of Rights and Responsibilities

### *As a patient, you have the responsibility to:*

- Give accurate and complete health information.
- Provide a safe environment for your healthcare providers
- Inform your Pharmacy Provider of when you will not be able to keep a scheduled health care visit.
- Participate in the development and update of, your plan of care.
- Adhere to your developed/updated plan of care.
- Request further information concerning anything you do not understand.
- Give information, regarding concerns or problems to Pharmacy Provider staff member.
- Agree to notify your provider of any hospitalization or change in customer insurance, address, telephone number, and physician or when the need for rental equipment is no longer needed.
- Protect rental equipment and pumps as to prevent damage or loss.
- Care for rental equipment and pumps according to the manufacturers recommendations.
- Return rental equipment and pumps including all accessories at time of discharge and/or when it is no longer in use.

### *Patient has the right to:*

- Be informed of the services offered to you by your pharmacy provider.
- Be fully informed in advance of all of your rights and responsibilities for receiving services.
- Receive a timely response from your pharmacy regarding your request for services in the alternative care setting.
- Be admitted for service only if your Pharmacy provider has the ability to provide safe, appropriate and professional care at the level of intensity needed relating to physician orders.
- Be given information on your pharmacy provider's policies and procedures as well as charges for services, including your coverage or non-coverage of services, prior to care.
- Change your provider after services have begun within limits of your health insurance, medical assistance or other health regimens or requirements.
- A coordinated transfer of services when there will be a change.
- Properly trained personnel to perform assigned tasks, with proof upon request of education/training qualifications of the staff providing your care.
- Be able to identify delivery personnel through proper identification and be aware that delivery personnel whether employed or contracted with pharmacy is educated on safety measures where resident resides.
- Be given appropriate and professional quality health care services without discrimination against your race, national origin, religion, sex, sexual preference, disability, age, diagnosis or disease state.
- Care that is considerate of your personal cultural and ethnic preferences be free from mistreatment, neglect, or verbal, mental, sexual and physical abuse, including injuries of unknown source, and misappropriation of patient/resident property.
- Be advised in advance of the discipline and frequency of services; be involved in the development of a plan of care that will meet your unique health needs. Receive appropriate instruction and education regarding the plan. With regular assessments and update of such plan.
- Be given coordinated care.
- Be free from chemical and physical restraints except as authorized in writing by a physician.
- Participate in discussions on ethical issues concerning your care, and be involved in decisions to withhold resuscitation, and or forgo / withdraw life sustaining care.
- Be informed of the name of the person supervising the care, and how to contact that person
- Privacy and confidentiality of all records, communications, and personal information as stated in the ***Notice of Privacy Practices***.
- The receipt of a privacy notice.
- Review all of your health records upon request, unless otherwise indicated by physician or state law. If allowed by state law, you have the right to copy your records upon request and at reasonable cost.
- Be informed in a reasonable time, of anticipated termination of service or plans for transfer to another provider.
- Refuse all or part of your care and to be informed of the expected outcome of such action.
- Be referred elsewhere if denied services based solely on your inability to pay.
- Receive a written explanation if denied service for any reason and, be given information regarding needed community resources upon request.
- Access a directory of other licensed agencies or providers of service.
- Voice a grievance/complaint regarding treatment or care, that was (or failed to be) furnished, or regarding the lack of respect for property by anyone who is furnishing services on behalf of your pharmacy provider and in doing so will not be subjected to discrimination or reprisal.
- Voice a complaint with, and/or suggest a change in health care services and/or staff without being threatened, restrained, or discriminated against.
- Outcome and follow-up action by your pharmacy provider will communicated verbally to patient/caregiver within 72 hours or the third business day after a holiday or weekend day from initial complaint.
- ***Any complaints may be addressed to:***  
**PharmcareUSA Attn: Corporate Compliance Officer**  
**Box 70 Hydro, OK 73048**  
**Phone: 866-219-3619**

With the expectation that the complaint will be handled confidentially, or you may voice any complaint to: State Board of Pharmacy of the State you are residing in or when applicable, The Accreditation Commission for Healthcare (ACHC) at [www.achc.org](http://www.achc.org) or 919-785-1214



## **PROTOCOL FOR RESOLVING COMPLAINTS FROM MEDICARE BENEFICIARIES**

The patient has the right to freely voice grievances and recommend changes in care or services without fear of reprisal or unreasonable interruption of service. Service, equipment and billing complaints will be communicated to management, upper management and corporate compliance. These complaints will be documented in the Medicare Beneficiaries Complaint Log, and completed forms will include the patients name, address, telephone number, and health insurance claim number, a summary of the complaint, the date it was received, the name of the person receiving the complaint, and a summary of the actions taken to resolve the complaint.

All complaints will be handled in a professional manner. All logged complaints will be investigated, acted upon, and responded to in writing or by telephone by a manager within a reasonable amount of time after receipt of the complaint. If there is no satisfactory resolution of the complaint, the next level of management will be notified progressively and up to the president or owner of the company.

The patient will be informed of this complaint resolution protocol at the time of set-up of service.



**Patient / Resident Complaint Form**

Date of Complaint: \_\_/\_\_/\_\_

Recipient of Complaint: \_\_\_\_\_

Beneficiary/Patient Name: \_\_\_\_\_

Beneficiary / Patient Address:

Beneficiary / Patient Phone #: \_\_\_\_\_

Beneficiary / Patient Medicare ID #: \_\_\_\_\_

DMEPOS Involved: \_\_\_\_\_

Name of Nursing Facility beneficiary/resident resides in: \_\_\_\_\_

Beneficiary/ Patient Complaint: \_\_\_\_\_

Investigation Warranted: \_\_\_\_Yes \_\_\_\_No, explain

Name of Decision Maker: \_\_\_\_\_

Reason for No Investigation: \_\_\_\_\_

Summary of Investigation and Resolution (Action Taken): \_\_\_\_\_

Date Complaint Closed: \_\_/\_\_/\_\_

Complaint Logged: \_\_\_\_Yes

Reviewed by DMEPOS Coordinator / Corporate Compliance Officer or Pharmacy Manager:

Signature: \_\_\_\_\_

**PHARMACY USE ONLY:**

Once the beneficiary has filed a complaint, CMS Quality Standards dictate that the DMEPOS Coordinator must notify the Beneficiary within five days (A) if an investigation is being conducted. When an investigation is warranted, CMS Quality Standards dictate that within 14 days, the DMEPOS Coordinator must have conducted an investigation and provided results to the Beneficiary. All documentation regarding a complaint (including Beneficiary correspondence) shall be maintained in the Pharmacy with the corresponding complaint form and made available upon request, to CMS. For detailed procedure see Section 4: Consumer Services - DMEPOS Medicare Beneficiary Complaints



## EQUIPMENT WARRANTY INFORMATION FORM

Every product/equipment sold or rented by our company carries a 1 –year manufacturer’s warranty.

\_\_\_\_\_ (Name of Company) will notify all Medicare Beneficiaries of the warranty coverage, and we will honor all warranties under applicable law.

\_\_\_\_\_ (Name of Company) will repair or replace, free of charge, Medicare-covered equipment that is under warranty. In addition, an owner’s manual with warranty information will be provided to beneficiaries for all durable medical equipment provided.

I have been instructed and understand the warranty coverage on the product/equipment I have received.

---

Beneficiary Signature

Date



# Viruses or Bacteria

## What's got you sick?

### Common infections in nursing homes

Antibiotics are often prescribed when they are not needed for respiratory infections. Antibiotics are only needed for treating certain infections caused by bacteria. Viral illnesses cannot be treated with antibiotics. When antibiotics aren't needed, they won't help you, and the side effects could still cause harm.

Common Respiratory Infections in Nursing Homes	Common Cause			Are Antibiotics Needed?
	Virus	Virus or Bacteria	Bacteria	
Common cold/runny nose	✓			No
Sore throat (except strep)	✓			No
COVID-19	✓			No
Flu	✓			No
Acute bronchitis/chest cold*		✓		No*
Sinus infection		✓		Maybe
Pneumonia		✓		Yes
Strep throat			✓	Yes

\*Antibiotics are not needed for nursing home residents with acute bronchitis or a chest cold, unless they have chronic obstructive pulmonary disease (COPD) or other chronic lung disease.



To learn more about antibiotic prescribing and use, visit [www.cdc.gov/antibiotic-use](http://www.cdc.gov/antibiotic-use).



## **Emergency Communication Policy**

The purpose of this policy is to establish the procedures that this Health Care Center will use to communicate to residents, responsible parties, and emergency contacts during an emergency.

In the event of a community or facility emergency, this Health Care Center will use multiple channels of communication including: Text Messages, Email, Phone Calls, Social Media Postings, and other emergency notification systems to reach the maximum possible individuals who may be affected by the emergency.

Our Health Care Center is committed to protecting your privacy. Personal information is not actively shared; except as required by laws that guarantee public access to certain types of information, or in response to subpoenas or other legal instruments that authorize access. In particular, we do not re-distribute or sell personal information collected on our web servers.

### **Email Communications**

This Health Care Center might use email notifications for official releases of information and / or updates to our policies.

To protect our resident's privacy, these emails will be sent through our Electronic Medical Record (EMR) System. Depending on the nature of the content, the email will be sent to either the resident's responsible party or to the resident's emergency contact.

**PLEASE NOTE:** Emails sent through our EMR system will be show in your inbox as coming from "eSignLive" and will require a secondary verification via text, to view the documents.

**From:** eSignLive <signers@esignlive.com>

**Sent:** Monday, March 30, 2020 11:29 AM

**To:** Leila Jones <Leila\_Jones@csnhc.com>

**Subject:** LISA DOEHRMAN is requesting you to review and sign the documents in "EXAMPLE EMAIL"

Hi LEILA JONES,

LISA DOEHRMAN has added you as a Signer to the e-SignPackage "EXAMPLE EMAIL" For security, when you click the button below you will receive an SMS message with a code that you will use to access the document.

[Go to Documents](#)

If you do not receive the SMS message with the code, or have other issues signing the document, please contact the package owner.

## **Information About Exploitation and Misappropriation of Funds**

Our Health Care Center takes exploitation and misappropriation of funds very seriously. It is our guarantee that we will protect our residents in every way possible from theft, fraud, and abuse.

The law requires any person who believes that a person 65 years or older or an adult with disabilities is being exploited to report the circumstances to the Texas Department of Family and Protective Services, Texas Agency of Protective Services, and the Texas Attorney General's Office. Types of exploitation to be reported may include but is not limited to misappropriation of cash or assets, abuse of joint accounts, forgery or abuse of a power of attorney.

- Exploitation is defined as the illegal or improper use of an incapacitated or vulnerable adult's assets or resources for another's profit or advantage.
- Misappropriation means the taking, secretion, misapplication, deprivation, transfer, or attempted transfer to any person not entitled to receive any real or personal property or anything of value belonging to or under the legal control of a resident without the effective consent of the resident or other appropriate legal authority.

Concerns of financial exploitation may arise with a disparity between income and assets, unexplained inability to pay bills and unprecedented transfer of assets to others.

Please understand that this Health Care Center will do everything in our power to prevent this from occurring as well as abide by the state requirements and laws if said abuse occurs.

*For more information please visit:*

[www.texasattorneygeneral.gov](http://www.texasattorneygeneral.gov)

**An Act relating to civil liability of a nursing facility resident's responsible payor for misappropriation of the resident's funds--**

**Be it enacted by the Legislature of the State of Texas:**

*SECTION 1. Subchapter A, Chapter 242, Health and Safety Code, is amended by adding Section 242.020 to read as follows:*

**Sec. 242.020. CIVIL LIABILITY RELATED TO MISAPPROPRIATION OF RESIDENT'S FUNDS.**

(a) In this section:

(1) "Misappropriate" means the taking, secretion, misapplication, deprivation, transfer, or attempted transfer to any person not entitled to receive any real or personal property or anything of value belonging to or under the legal control of a resident without the effective consent of the resident or other appropriate legal authority.

(2) "Responsible payor" means a person who:

(A) has legal access to the resident's income or resources available to pay for nursing facility care; and

(B) has signed an admission agreement or other contract with the facility in which the person agrees to provide payment for the resident's facility care from the resident's income or resources.

(b) A nursing facility may file an action against a resident's responsible payor for an amount owed by the resident to the facility if:

(1) before admission of the resident, the facility obtains financial information from the resident or responsible payor demonstrating the amount of financial resources that the resident has available to pay for nursing facility care; and

(2) after the resident begins to reside at the facility, the responsible payor misappropriates the resident's resources to a degree that the resident is unable to afford to pay for the resident's care.

(c) A nursing facility may file an action for injunctive relief against a resident's responsible payor who engages in conduct described by Subsection (b). The court may grant any appropriate injunctive relief to prevent or abate the conduct, including a temporary restraining order, temporary injunction, or permanent injunction.

(d) Subject to Subsection (e), the prevailing party in an action filed under this section may recover attorney's fees.

(e) In an action filed under this section, a nursing facility may not recover a total amount, including damages and attorney's fees, that exceeds the amount the responsible payor has misappropriated from the resident.

**SECTION 2.**

Section 242.020, Health and Safety Code, as added by this Act, applies only to a cause of action that accrues on or after the effective date of this Act.

**SECTION 3.**

This Act takes effect September 1, 2021.

*More information can be found at:*

*Sec 242.020*

<https://statutes.capitol.texas.gov>

## **Announcement to Customers: Cash Payment Method Policy**

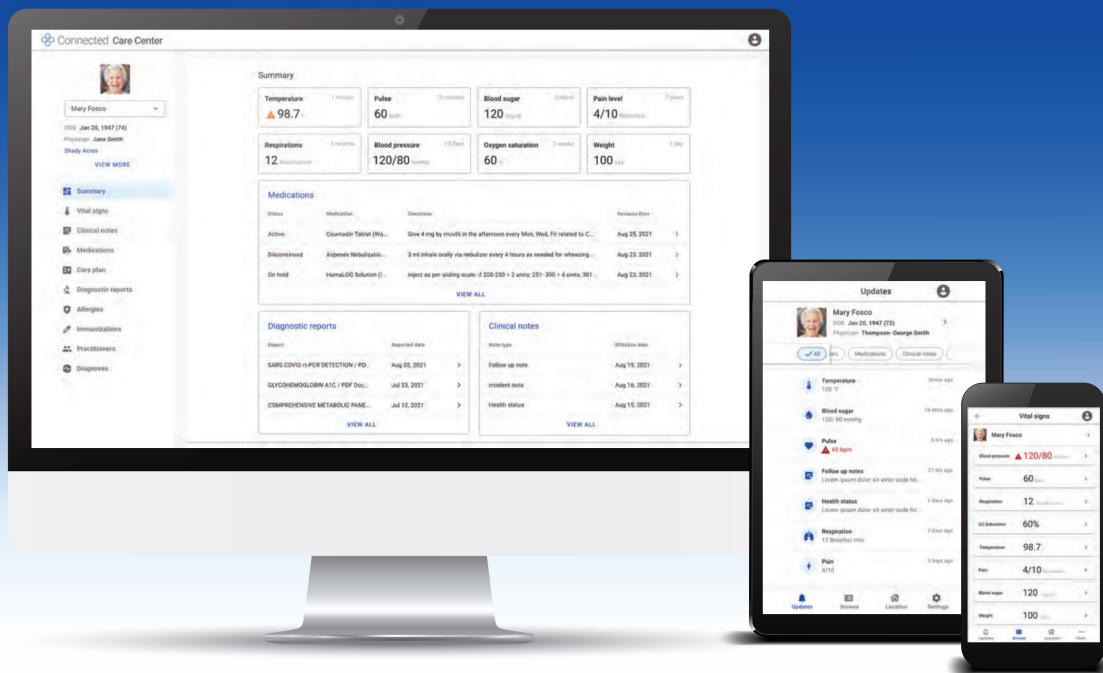
We would like to inform you of our Cash Payment Method Policy. We have adopted the following policy for all Cash Payment Transactions:

- **No Cash/Currency will be accepted for any rent, bill, repayment agreement, deposit, or other charge.**
- **Any payment(s) may be made by credit card, personal check, cashier's check, or money order.**
- **Anyone who attempts to make a transaction using cash, the payment will not be accepted. An office coordinator will be more than happy to provide list of local institutions that offer money order services.**

We sincerely apologize for any inconvenience this may cause you. As always, we will continue to serve you with the same dedication and quality in which you have come to expect from us. It is our pleasure to do business with you and appreciate your understanding in this policy change.

Sincerely,

Health Care Facility Management



## Stay Connected With Your Loved Ones

Connected Care Center is provided by your facility to help your family communicate with care staff and keep you up to date on your loved one's care.



### View

See your loved one's health records when you want



### Engage

Take an active part in your loved one's care



### Share

Download and send records with other care providers



You must be invited by the facility to use Connected Care Center. If you have not received an invitation email, please contact your facility and ask them to register you.

[www.connectedcarecenter.com](http://www.connectedcarecenter.com)

# Getting Started with Connected Care Center



## What is Connected Care Center?

It is a great way to view, download, and transmit the health information of someone in your care.

Ensure you have correct access as a resident contact with consent to view Connected Care Center.

Have your mobile phone close to you to verify registration with Connected Care Center.

Click the CREATE ACCOUNT link in the invitation email.

Click TEXT CODE.

Enter the code on your mobile phone.

Set up your secure password, following the requirements listed.

Accept the terms and conditions.

Click Sign In.



## COVID 19 Status Update Notification and Vaccination Information Practices

It is the expectation and practice of this Health Care Center to have transparent communication regarding the COVID-19 status of our employees and the residents in our care. We publish this updated information publicly, on our website, to ensure that we are communicating this information to as broad of an audience as possible as efficiently as possible. It is our policy that if there is an outbreak (meaning one or more positive staff member or resident) that our website is updated to reflect this information in accordance with Centers for Medicare & Medicaid Services (CMS) standards.

Please check our facility website for updates under the section marked “View Our COVID-19 Response Plan”. Once you navigate to the Response Plan there will be a link inside that reads “See Our Weekly Updates”. If you have any issues accessing this information, please notify our facility for assistance.



In the event of an outbreak (meaning one or more positive staff member or resident), if it is determined, during contract tracing, that your loved one has been potentially exposed to COVID-19 you will be notified directly by our clinical team. Emergency Communications can also be sent by email notification as appropriate and applicable for certain circumstances when available.

You are also welcomed to check directly with our facility’s Infection Preventionist, Director of Nursing, or Administrator any time for more detailed information about your loved one, the current facility status, or the precautions that are being taken to protect your loved one and our staff members from infection while here in our facility. You should be provided, upon admission or upon request, the contact information for facility management should the need arise for urgent communication and attempts to contact by facility numbers are not successful.

### COVID 19 Vaccination Information

Attached you will find some educational material about COVID-19 Vaccines. This Health Care Center does offer opportunities for vaccination as well and can provide you with information about opportunities to be vaccinated for COVID-19 either in the facility or locally in your area.

COVID-19 Vaccines are currently approved by the Food and Drug Administration (FDA) under Emergency Use Authorization (EUA). This healthcare center offers many resources to vaccinate residents and staff. Vaccines can be found online via: <https://www.vaccines.gov/search/>

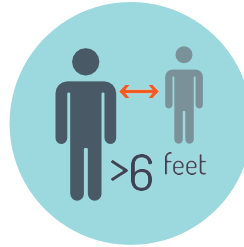
Additional vaccination opportunities can be discussed with a facility management any time after admission.

For more information about any of the COVID-19 vaccines, we encourage you to visit the CDC Website: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines>



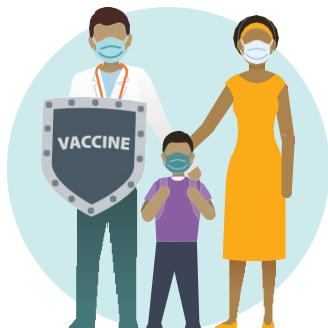
# COVID-19 Vaccines

**Vaccines (shots) are one of the tools we have to fight the COVID-19 pandemic.**



To stop this pandemic, we need to use all of our prevention tools. Vaccines are one of the most effective tools to protect your health and prevent disease. Vaccines work with your body's natural defenses so **your body will be ready to fight the virus**, if you are exposed (also called immunity). Other steps, like wearing a mask that covers your nose and mouth and staying at least 6 feet away from other people you don't live with, also help stop the spread of COVID-19.

Studies show that COVID-19 **vaccines are very effective** at keeping you from getting COVID-19. Experts also think that getting a COVID-19 vaccine may help keep you from getting seriously ill even if you do get COVID-19. These vaccines cannot give you the disease itself.



**The vaccines are safe.** The U.S. vaccine safety system makes sure that all vaccines are as safe as possible. All the COVID-19 vaccines that are being used have gone through the same safety tests and meet the same standards as any other vaccines produced through the years. A system in place across the entire country that allows CDC to watch for safety issues and make sure the vaccines stay safe.



**Different types of COVID-19 vaccines will be available.** Most of these vaccines are given in two shots, one at a time and spaced apart. The first shot gets your body ready. The second shot is given at least three weeks later to make sure you have full protection. If you are told you need two shots, make sure that you get both of them. The vaccines may work in slightly different ways, but all types of the vaccines will help protect you.



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[www.cdc.gov/coronavirus/vaccines](https://www.cdc.gov/coronavirus/vaccines)



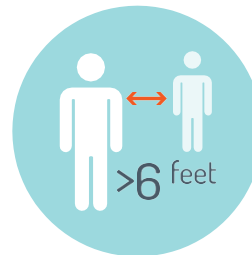
The vaccines may cause side effects in some people, like sore muscles, feeling tired, or mild fever. These reactions mean the vaccine is working to help teach your body how to fight COVID-19 if you are exposed. For most people, these side effects will last no longer than a day or two.

**Having these types of side effects does NOT mean that you have COVID-19.** If you have questions about your health after your shot, call your doctor, nurse, or clinic. As with any medicine, it is rare but possible to have a serious reaction, such as not being able to breathe. It is very unlikely that this will happen, but if it does, call 911 or go to the nearest emergency room.



**When you get the vaccine, you *and* your healthcare worker will both need to wear masks.**

CDC recommends that during the pandemic, people wear a mask that covers their nose and mouth when in contact with others outside their household, when in healthcare facilities, and when receiving any vaccine, including a COVID-19 vaccine.



**Even after you get your vaccine,** you will need to keep wearing a mask that covers your nose **and** mouth, washing your hands often, and staying at least 6 feet away from other people you do not live with. This gives you and others the best protection from catching the virus. Right now, experts don't know how long the vaccine will protect you, so it's a good idea to continue following the guidelines from CDC and your health department. **We also know not everyone will be able to get vaccinated right away, so it's still important to protect yourself and others.**

# How Viral Vector COVID-19 Vaccines Work

## Understanding the virus that causes COVID-19.

Coronaviruses, like the one that causes COVID-19, are named for the crown-like spikes on their surface, called spike proteins. These spike proteins are ideal targets for vaccines.

## What is a viral vector vaccine?

A viral vector vaccine uses a harmless version of a different virus, called a “vector,” to deliver information to the body that helps it protect you.

## How does the vaccine work?

The vaccine teaches your body how to make copies of the spike proteins. If you are exposed to the real virus later, your body will recognize it and know how to fight it off.

The vaccine **DOES NOT** contain the virus that causes COVID-19 and cannot give you COVID-19. It also cannot make you sick from the virus that is used as the vector. It cannot change your DNA in any way.

When your body responds to the vaccine, it can sometimes cause tiredness, headache, muscle pain, nausea, or mild fever. These are normal signs the vaccine is working.

Antibody

## GETTING VACCINATED?

For information about COVID-19 vaccine,



# How mRNA COVID-19 Vaccines Work

## Understanding the virus that causes COVID-19.

Coronaviruses, like the one that causes COVID-19, are named for the crown-like spikes on their surface, called spike proteins. These spike proteins are ideal targets for vaccines.

## What is mRNA?

Messenger RNA, or mRNA, is genetic material that tells your body how to make proteins.

## What is in the vaccine?

The vaccine is made of mRNA wrapped in a coating that makes delivery easy and keeps the body from damaging it.

## How does the vaccine work?

The mRNA in the vaccine teaches your cells how to make copies of the spike protein. If you are exposed to the real virus later, your body will recognize it and know how to fight it off.

