

**Dobie Road**

INGHAM COUNTY MEDICAL CARE

Dedicated to Improving Lives.

**SUB-ACUTE REHAB  
MEMORY CARE  
LONG TERM CARE  
OUTPATIENT THERAPY**

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**PATIENT, RESIDENT, & FAMILY  
EDUCATION HANDBOOK**

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# NOTES



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## WELCOME

On behalf of the entire staff, welcome to Dobie Road! Our team of experts is focused on one goal: improving your life. We're committed to providing you with the highest quality care and courteous service in accordance with our mission and values.

You're encouraged to ask questions and make your needs and concerns known during your stay. Your family and support systems should feel free to do so as well. Members of our team are trained to respond directly to you or seek the best support person to assist you.

Our hope is that you'll find our commitment and service exceeds your expectations. Thank you for choosing Dobie Road.

## SCOPE OF SERVICES

Dobie Road is a skilled nursing facility, outpatient therapy clinic, and community wellness center. We provide skilled nursing rehabilitation and long-term care services 24 hours per day, seven days per week. Licensed nurses, certified nursing assistants, therapists, our dining services team and others collaborate to provide you with an individualized short-term inpatient rehab program and long term care stay. Our outpatient clinic and wellness center are open to the public; check our website for more information at [www.dobieroad.org](http://www.dobieroad.org).

## MISSION

The mission of Dobie Road is being Dedicated to Improving Lives.

## VALUES

- Diversity, equity, inclusion
- Offering comforting care & compassion with every interaction
- Building a culture of positivity
- Innovation and integrity
- Entrusting our team to improve the lives of others
- Relationships
- Optimizing our resources
- Accountability
- Devoted to keeping our environment welcoming, warm, and alive

## ETHICAL PRACTICES

Through our mission and values, strategic planning, and quality improvement activities, the Dobie Road staff strive to provide the most appropriate care and to act in the best interest of all parties.

Through direct discussions between patients, residents, families, caregivers, and payers, the Dobie Road staff attempt to resolve any conflicts of interest and ethical concerns and can help you deal with difficult medical/ethical issues that cannot easily be resolved by you or your family.

## GOALS OF SUB-ACUTE REHAB

The goals of our sub-acute rehab programs are assisting patients to:

- Make functional gains toward physical self-sufficiency and medical stability.
- Adapt and adjust to life changes.
- Address specific needs of the patient
- Graduate to a less-restrictive care setting in order to continue the rehabilitation process.

## GOALS OF LONG-TERM & MEMORY CARE

The goals of our long-term and memory care are assisting residents to:

- Help maintain your lifestyle as you age
- Engage in social activities
- Maximize your autonomy, function, dignity, and comfort
- Decrease pain and depression
- Assist with managing symptoms

## GOALS OF OUTPATIENT & WELLNESS

The goals of outpatient therapy and wellness includes, but is not limited in, assisting patients to:

- Have less pain
- Improve mobility and balance

- Prevent surgery
- Manage a chronic illness
- Rehab after an illness, injury, or hospital stay

## REGULATORY REQUIREMENTS

Dobie Road adheres to all federal, state, and local laws and regulations. We pay attention to laws and guidelines designed to protect the rights and interests of patients and residents. Our staff is trained to respect and protect your rights regarding:

- Confidentiality of Information
- Privacy
- Freedom from abuse, financial or other exploitation, retaliation, or neglect
- Release of information
- Informed consent

## ADMISSION CRITERIA

The following guidelines help us to determine a person's readiness for admission to our skilled nursing sub-acute rehabilitation program:

- The patient requires skilled nursing and rehabilitation services that can only be delivered by a skilled provider in an inpatient setting
- The care for the patient's condition cannot be safely managed in a less-restrictive setting
- The patient is medically stable for inpatient skilled nursing sub-acute rehabilitation
- The patient is motivated to take part in the rehabilitation program and has reasonable potential for improvement.
- Authorization from the patient's insurance company has been obtained, and/or a 3-day inpatient hospital stay requirement has been met for Medicare Part A admission

The following guidelines help us determine a person's readiness for admission to our long-

term care:

- The resident requires nursing care 24-hours per day
- The care for the resident's condition cannot be safely managed in a less-restrictive setting
- Authorization from the resident's insurance company has been obtained and requirement met for long term care

Dobie Road does not discriminate against any person on the basis of race, religion, color, national origin, disability, age, gender, sexual preference, sexual orientation, or gender identity. Each admission is considered on an individual basis to ensure we can meet the patient's needs as well as maintain the safety of all our patients and residents. For further information, contact the Section 504 coordinator.

## COMMUNICATION SERVICES

If you are unable to speak or understand English, we will provide an interpretation service in your native language at no cost to you. The service will assist you in communication with your care team. All information will be kept strictly confidential.

## SERVICIO DE INTERPRETACION

Si usted no puede hablar o entender el ingles, nosotros le proveeremos completamente gratis un interprete en su propio idioma. El interprete le ayudara a comunicarse con su medico, las enfermeras y terapeutas. Toda informacion sera totalmente confidencial.

## IDENTIFICATION BANDS

Identification bands given to residents and patients are for your protection. It assists our health care team when providing services. For your safety, wear this band at all times.

## PERSONAL CARE ITEMS

For short-term rehab or long-term care, you may wish to bring your own toiletries and personal care items. Basic toiletries are available for you, if needed. If appropriate, bring eyeglasses, hearing aids, dentures, C-pap or Bi-pap, and any secure cases for each. In addition, we ask that you obtain insurance for these items in case of misplacement. Clearly label all your personal items with your first and last name.

## CLOTHING AND LAUNDRY

For short-term rehab:

- Please bring six days of comfortable, labeled, exercise type clothing
- Non-skid comfortable tennis or walking shoes that tie or have Velcro fasteners
- Laundry done by the facility will be charged per load, pick up days will be Monday & Thursday. A member of EVS will meet with patients after admission to discuss who will do laundry.

For long term care:

- Comfortable street clothes, sleepwear, and undergarments. (Loved ones may change out clothing seasonally)
- Non-skid type comfortable shoes

## WHAT TO LEAVE AT HOME

- Valuables, large amounts of money
- Medications
- Purses/wallets
- Harmful or illegal objects
- Electrical items (extension cords, space heaters, radios, heating pads/blankets, televisions, or fans)
- Special care clothing that require no or low heat drying

Dobie Road is not responsible for your personal belongings. Missing items should be immediately reported to your nurse or

social worker.

A personal items inventory list will be provided in your admissions packet. Please complete this list and return it to social services.

## MEALS

Dobie Road serves three meals each day. To enhance your experience, we highly recommend that you go to the dining room to enjoy your meals.

## HAND HYGIENE

Proper hand hygiene is everyone's responsibility. Practicing good hand hygiene is the single most important thing you can do to stop the spread of infection. Hand sanitizer dispensers and hand-washing sinks are available throughout the building. We urge patients, residents, family, friends, and visitors to wash their hands every time they enter or exit a room. Everyone caring for you should clean their hands. If you do not see a staff member clean their hands when entering the room, it's OK to ask the person to please do so. Your health may depend on it.

## MAIL

Friends and family can send you mail to this address:

Your Name  
Your Room Number  
Ingham County Medical Care  
3860 Dobie Road  
Okemos, MI 48864

Staff or volunteers will deliver mail directly to your room.

## SPIRITUAL CARE

Spiritual care is available for you and your family for counseling, prayer, and spiritual support. A personal member of your clergy may also visit. If you desire, we can assist with notifying your minister, priest, rabbi, or other cleric.

## SMOKING

There is no smoking at Dobie Road, this includes all forms of tobacco products, including e-cigarettes.

## PETS

Service and therapy dogs are allowed, other pets are permitted to visit once vaccines, etc. are obtained.

## FEATURES & AMENITIES

Internet	Guest WIFI throughout, no password needed
Atrium Salon	Appointments can be made with Main Building receptionist. Payment can be made with resident trust account. Pricing is available on our website under “Services”; “Salon”

## CONFLICT OF INTEREST

Private business dealings between staff and residents or families may be a conflict of interest. Please contact our CEO before engaging staff in any such arrangement.

## RULES FOR REHAB

- Patients are to make all efforts to fully participate in rehabilitation nursing and therapies
- Outside appointments should be re-scheduled for after discharge from Dobie Road

- Courteous behavior is expected in all interactions with other individuals, visitors, and staff

- Any questions about should be brought to the attention of your nurse or other members of the health care team

- While in the sub-acute rehab program, patients must sign in/out with the nurse before leaving. Leaving the building must not interfere with scheduled clinical or medical services

- Illicit drugs, medical marijuana, vitamins, or any other drugs not prescribed by your sub-acute doctor are not allowed in the facility. Patients may consume alcoholic beverages in accordance with their physician’s approval

- Physical aggression is not permitted

- No weapons are allowed on the premises

## RULES FOR LONG TERM CARE

- Small furniture may be brought in as space allows. Therapy and maintenance need to approve.

- Check with nursing before offering food to other residents as they may be on a special diet

- Room changes may occur after giving appropriate notice to the resident and/or responsible party. Room changes may occur due to medical necessity, etc.

- Loved ones may bring in food for residents; all items must be labeled with name and date. Unlabeled items will be discarded



## RULES FOR LONG TERM CARE

- Please use small nails for pictures or wall hangings
- Please do not store items under the bed or on top of the provided wardrobe
- Please leave combustibles such as aerosol cans or chemicals such as cleaning products at home
- Smoking or use of any other tobacco products is not allowed

## FINANCIAL TERMS

It is important for you to understand the coverage and benefits of your insurance policy. Representatives of the Admissions Office and Business Office are available to help answer questions you may have regarding insurance coverage to the best of their ability.

Dobie Road will bill your insurance company and send you a statement after receiving the insurance plan's determination of the amount covered. If your plan requires payment of a co-pay, co-insurance and/or deductible, you are responsible for those amounts.

Please bring all applicable insurance cards with you. It is your responsibility to inform Dobie Road of any changes in insurance coverage.

Please note that postponing evaluations and missing treatment (unless medically necessary) in short-term rehab could negatively impact your Medicare and/or insurance coverage.

## STAFF QUALIFICATIONS

Dobie Road uses an interdisciplinary team approach to assist you in the rehab and long term care process. Our experienced professionals are dedicated to improving your life. Each team member is uniquely qualified in his or her field and maintains a current license to practice or certification as required. We are proud of our team's many years of combined experience to better serve you.

## VISITATION

All visitors are required to support any PPE requirements that the Facility has put in place. Visitation may be adjusted if needed to manage infection spreads or if directed by local, state, or federal agencies.

## RESIDENT PORTAL INFORMATION

A portal through our medical record system, called *Connected Care Center*, is available for those with consent to access some documentation from the resident chart. In accordance with the *Cures Act*, viewable content will evolve over time. Some information, labs for example, will not be viewable as they are not processed at Dobie Road but through an outside source. Consent to receive an invitation to access the portal will be given upon admission. For questions or to join at a later date, contact our medical records department at 517-381-6159.

## **YOUR TEAM**

The team here at Dobie Road starts with you. It is important that you ask questions and take notes if needed. In addition, we ask that one person be identified as your “point person”, with the ability to be your legal representation if needed.

## **SHORT TERM REHAB - TEACHABLE CAREGIVER**

Family and friends form an integral part of your rehabilitation. We encourage you to select a relative or friend to help you achieve your goals and keep you on track after discharge. This person may be considered a teachable caregiver who will be invited to observe your therapy sessions and learn from nurses and therapists how they can physically assist you with your daily routine after discharge.

## **CERTIFIED NURSE AIDE**

Certified Nurse Aides are specifically trained to care for our patients’ and residents’ most intimate needs including helping patients to the restroom, bathing, eating, and repositioning. Certified Nurse Aides are your first line of communication and are here to make you comfortable and safe.

## **NURSE**

Dobie Road employs a combination of Registered Nurses and Licensed Practical Nurses in accordance with skilled nursing facility industry standards. Our nurses receive ongoing education to best care for our patients’ complex medical conditions.

## **PHYSICAL THERAPIST**

Physical therapists are responsible for evaluating and treating limitations in range-of-motion, muscle tone, strength, sensation, balance, and mobility.

## **OCCUPATIONAL THERAPIST**

Occupational therapists help you improve functioning during daily routine tasks, such as eating, bathing, or dressing.

## **SPEECH-LANGUAGE PATHOLOGIST**

Speech-language pathologists are responsible for the diagnosis and treatment of deficits in communication, swallowing, and cognition.

## **RECREATIONAL SPECIALIST**

The recreational therapist will focus on helping you relearn social and leisure skills. Games and activities are offered daily to provide social engagement.

## **REGISTERED DIETITIAN**

Dietitians may evaluate your nutritional needs and help you understand the value of healthy eating. They will provide individualized medical nutrition therapy and education for you and your family.

## **SOCIAL SERVICES**

Social services is responsible for coordinating discharge planning with patients’ best interest and insurance benefits, as well as providing information about community services.

## **PHYSICIAN AVAILABILITY**

Dobie Road physicians are provided in-house typically Monday - Friday. Patients generally only see the physician or physician extender (PA or Nurse Practitioner) upon admission and before discharge. Dobie Road has a physician on call 24-hours a day, but does not provide emergency services. If you become medically unstable, your nurse will assess your needs and arrange for you to be transported to a local hospital. You have the right to choose your physician. Any physician, however, must be accredited prior to seeing you while at Dobie Road.



## CARE PLANNING

### CARE CONFERENCE - REHAB

Care conferences are an opportunity for the patient, family, and the sub-acute rehabilitation team to meet and discuss patient goals, develop a comprehensive plan of care, recognize progress and establish a discharge/transition plan. This is a time for you and your teachable caregiver to ask questions and learn from the nurses and therapists. Topics to discuss may include:

- Identify a teachable caregiver who will help you after discharge
- Pain management, medication changes, and medication education
- Therapy goals and progress
- Identify your next step in the continuum of care

Care conferences are generally short (around 15 minutes) and facilitated by social services. They are usually held within the first three days of admission, however continuous updates will be provided throughout the patient's stay.

### CARE CONFERENCE - LONG TERM CARE

Care conferences for our long term care residents are designed to give updates on resident status including overall health, medications, activities, social services, and nursing updates. Care conferences are held every 3 months in long term care, with the first being held within 21 days following admission. Families unable to attend in person can do so via Skype or phone call. If a more in-depth discussion is requested, please contact your loved one's social services representative. Time and date of care conferences are mailed to the resident's responsible party who can then notify all other interested loved ones.

## CONTINUUM OF CARE - REHAB

Sub-acute rehabilitation is one step in the continuum of care on your rehabilitation journey. Our goal at this step is to help you make functional gains towards physical self-sufficiency and medical stability so that you can transition from our care with a discharge plan that allows you to continue rehabilitating towards your long-term goals. When you discharge from this inpatient stay, the best option may be to transition to a less-intensive care setting within the continuum of care. Stages include:

- Assisted Living Facility (for respite or long term)
- Long Term Care
- A teachable caregiver's home
- Home with a teachable caregiver
- Home with home care therapy/nursing
- Home with Outpatient Therapy
- Home alone

The continuum is different for each patient, so we encourage open conversation at the care conference to determine the next step on your rehabilitation journey.

## APPOINTMENTS

If you are a short-term rehab patient and have an upcoming medical appointment, you may be asked to reschedule that appointment until you have discharged from your inpatient sub-acute stay. Keeping a previously scheduled appointment depends on if that appointment has an impact on your medical and/or therapeutic ability to participate in your Dobie Road Rehabilitation treatment plan. If that appointment is not urgently necessary for you to continue your stay, our staff will help you reschedule that appointment.

## **TRANSPORTATION - REHAB**

If you require transportation to an external appointment, please be aware that you may be privately responsible for this cost. Dobie Road Sub-Acute Rehab does not assume any guaranteed financial responsibility for patients' transportation expenses. We encourage you to ask family or friends to transport you to any appointments and that you ask family or friends to transport you home when you graduate from our care.

## **TRANSPORTATION - LONG TERM CARE**

If you are a resident in our long term care, transportation to outside medical appointments can be arranged by your neighborhood secretary. You will be taken to your appointment and picked up by either our in-house van and driver or by an outside transportation contractor. If you are a privately paying resident, there may be fees associated with transportation. Talk with your neighborhood secretary for more information.

## **PAIN MANAGEMENT**

All patients and residents have the right to an appropriate assessment and management of pain and to education about your role in managing pain and the potential limitations and side effects of pain treatments.

Due to your health and physical condition, you may experience some pain during your stay. Our team understands the importance of controlling pain as much as possible.

However, it is not always realistic to expect your pain will be eliminated. Your physician, nurses, and possibly therapists will work with you to reduce pain. Always tell your care provider if you are experiencing pain.

## **DISCHARGE INFORMATION**

### **DISCHARGE/TRANSITION CRITERIA - REHAB**

The following are our guidelines for determining readiness for discharge:

- The patient can be safely managed in a less restrictive setting per Centers for Medicare & Medicaid services or patient's insurance.
- The patient is unwilling or unable to take part in the sub-acute rehabilitation program.
- The patient experiences a significant medical, surgical, or psychological condition that requires hospitalizations or another level of care.

Reasons for involuntary discharge may be:

- If your medical condition changes while you are inpatient, we will arrange to transfer you to an acute care hospital
- Your welfare
- The welfare of other patients or nursing home employees
- Nonpayment for your stay, except as prohibited by Title XIX of the Social Security Act

### **DISCHARGE TIME - REHAB**

To help ensure everything will be in place for a smooth transition, we attempt to plan discharges by 10 am. Your social worker will work with you to make discharge arrangements.

### **REMOVAL OF BELONGINGS**

Any personal belongings left at either our rehabilitation center or long term care after your discharge should be picked up within 2 weeks. Any items still remaining in the facility after 2 weeks will be discarded.

## GENERAL INFORMATION

### RESIDENT/PATIENT TRUST FUND

Trust funds are an accountable method for the management of patient funds.

#### Short-Term Rehab patients:

- There is no obligation to deposit funds within the facility
- The patient has the right to receive, retain, and manage their funds or have this done by a legal guardian. In addition, the patient has the right to designate, in writing, another person to act for the purpose of managing funds while in the facility
- Authorization forms will be discussed at the time of admission and will require a signature
- A maximum of \$100 for Medicare patients (\$50 for others) in cash can be withdrawn; amounts in excess of \$100 will be disbursed by check

#### Long Term Care residents:

- All residents have the right to receive, retain, and manage their funds or have this done by a legal guardian
- An authorization form will need to be signed during the admissions process
- A maximum of \$50.00 cash (\$100 for Medicare residents) can be withdrawn; amounts in excess of this will be disbursed by check
- All but \$600 of trust fund money will be deposited in a separate interest bearing checking account with interest paid at the end of the month. The maximum amount a resident may accumulate in an interest-bearing account is \$5000
- The facility has a surety bond of at least 1.25 times the average monthly amount held by the Facility in the resident's trust fund

- Please contact the Business Office at 517.381.6100 if you wish to set up a Resident Trust Fund account
- All cash or check transactions require the resident's or responsible party's authorization and signature, as well as a witness signature. Funds are then issued to the resident or responsible party along with a receipt.
- In the event of a resident's death, the facility will report any outstanding trust fund monies to the deceased resident's DPOA. Such funds will be sent to the appropriate person within ten (10) days. The receptionist and/or accounts payable specialist will follow up on any uncashed checks 60 days following the check date.
- Upon notification of a permanent discharge, with no likelihood of the resident returning to the facility, the resident's funds will be returned to the appropriate person within three (3) business days.
- If a check is returned to the facility by the bank for insufficient funds, any service fee associated with the returned check will be charged back to the resident's account.

### VOTING

At election time, Dobie Road ensures that patients and residents are provided the opportunity to vote should they so choose. For further information, please ask the recreational therapist.

### BED HOLD AND LEAVE OF ABSENCE

In the case of an unexpected hospitalization or therapeutic leave of absence, Dobie Road will follow the State plan (if applicable) and/or Dobie's bed hold policy.

## **BED HOLD AND LEAVE OF ABSENCE - CONTINUED**

The bed hold policy is reviewed at the time the admission contract is signed and again via phone the next business day following an unexpected discharge. If there are questions about a bed hold, please call our admissions office at 517.381.6130.

## **MEDICARE AND MEDICAID**

### **MEDICARE**

Medicare is a federal health insurance program for people ages 65 and older, and for some people with disabilities who are younger than 65. It does not provide a comprehensive long-term care component. Medicare is divided into two parts: Hospital Insurance (Part A) and Medical Insurance (Part B).

Dobie Road Short-Term Rehab Center, licensed as a skilled nursing facility, typically bills to Medicare Part A. To qualify for a Medicare Part A covered skilled nursing stay, the following conditions must be met:

- You must have spent at least three consecutive days with an admitted status in the hospital
- A physician must have certified that you need skilled nursing facility services for the same or related illness for which you were hospitalized

- You must require continuous skilled nursing care (as defined by the Centers for Medicare and Medicaid Services) on a daily basis. The services you require must be so inherently complex that they can only be performed utilizing the skills of professional personnel furnished under their direct supervision.

If you meet the requirements of coverage for Medicare Part A skilled nursing facility benefits, Medicare only pays fully for the first twenty (20) days in a skilled nursing facility. For the 21st through 100th day, you must share, or co-pay, the cost of care by paying a daily co-insurance rate, which changes yearly and is determined by the federal government. Please note that having 100 days of benefit does not necessarily mean you will need to stay at Dobie for all 100 days.

### **MEDICAID**

Dobie Road is a participant in the Medicaid Program and participates in the Medicaid program as a patient's primary insurance payer. Medicaid is a joint federal-state program designed to provide health care assistance to people with low income based on government-determined eligibility criteria. Visit [www.cms.hhs.gov](http://www.cms.hhs.gov) for more information.

For more information on Medicare and Medicaid or to apply, free assistance is available through:

MMAPI Michigan Medicare/Medicaid Assistance Program

Toll Free: 800.803.7174

[www.mmapinc.org](http://www.mmapinc.org)

Assistance with applications, renewals or questions about Medicaid may be directed to our billing office staff or Dobie's part-time DHHS case worker. The case worker can be reached by calling 517.381.6062.





## HOSPICE

Dobie Road contracts with Sparrow, McLaren, and Hospice of Lansing for hospice services to be available to any resident or patient who wishes to receive their care. Please contact your social worker or nurse to learn more about these services.

## FEEDBACK

Dobie Road strives to provide excellent care, outstanding customer service, and uses your feedback to evaluate our performance and make improvements. For this reason, we encourage residents and loved ones to share compliments or concerns with any member of your healthcare team verbally or by filling out a formal feedback form. Feedback forms are located throughout the Facility and may be submitted in writing or orally. To submit in writing, please complete the form and deposit in a feedback form box, mail to us at 3860 Dobie Road, Okemos, MI 48864, or email to [residentfeedback@dobieroad.org](mailto:residentfeedback@dobieroad.org). You may also communicate with us via the facility reporting line.



We appreciate the opportunity to respond directly and work with you to resolve any concerns you may have. A patient, resident or their representative has the right to lodge a complaint or grievance with a state regulatory agency or a state quality improvement organization at the following contacts:

Long Term Care Ombudsman  
Toll Free: 866.485.9393  
15851 S. US 27, Suite 73  
Lansing, MI 48906

LIVANTA Quality Improvement  
Toll Free: 888.524.9900  
10820 Guilford Rd., Suite 202, Suite 10  
Annapolis Junction, MD 20701-1105

Bureau of Community Health Systems  
Health Facility Complaints  
Toll Free: 800.882.6006  
P.O. Box 30664  
Lansing, MI 48909

Your feedback or concerns will be kept as confidential as possible. If there are ever concerns about abuse, neglect, exploitation, or misappropriation we ask that you report these through our facility reporting line without delay so we can investigate them **immediately**. All other feedback will be investigated as soon as possible but at least within 10 business days. We will provide you with a written response no later than 30 days after we receive your request.

Previous survey results completed by state and federal regulatory agencies can be found in a binder located in our main lobby.

# CONTRACT ADDENDUMS

*The synonymous terms "patient" and "resident" will be used interchangeably throughout this document.*

## Patient responsibilities

PUBLIC HEALTH CODE ACT 368 of 1978  
333.20202 – PATIENT RESPONSIBILITIES

- a. **A patient or resident is responsible for following the health facility rules and regulations affecting patient or resident care and conduct.**
- b. **A patient or resident is responsible for providing a complete and accurate medical history.**
- c. **A patient or resident is responsible for making it known whether he or she clearly comprehends a contemplated course of action and the things he or she is expected to do.**
- d. **A patient or resident is responsible for following the recommendations and advice prescribed in a course of treatment by the physician.**
- e. **A patient or resident is responsible for providing information about unexpected complications that arise in an expected course of treatment.**
- f. **A patient or resident is responsible for being considerate of the rights of other patients or residents and health facility personnel and property.**
- g. **A patient or resident is responsible for providing the health facility with accurate and timely information concerning his or her sources of payment and ability to meet financial obligations.**

## Patient rights (state)

PUBLIC HEALTH CODE ACT 368 of 1978  
333.20201 – PATIENT RIGHTS

1. A health facility or agency that provides services directly to patients or residents and is licensed under this article shall adopt a policy describing the rights and responsibilities of patients or residents admitted to the health facility or agency. Except for a licensed health maintenance organization that is subject to chapter 35 of the insurance code of 1956, 1956 PA 218, MCL 500.3501 to 500.3573,

the health facility or agency shall post the policy at a public place in the health facility or agency and shall provide the policy to each member of the health facility or agency staff. Patients or residents shall be treated in accordance with the policy.

2. The policy describing the rights and responsibilities of patients or residents required under subsection (1) shall include, as a minimum, all the following:
  - a. A patient or resident shall not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, sexual preference, or source of payment.
  - b. An individual who is or has been a patient or resident is entitled to inspect, or receive for a reasonable fee, a copy of his or her medical record upon request in accordance with the medical records access act, 2004 PA 47, MCL 333.26261 to 333.26271. Except as otherwise permitted or required under the health insurance portability and accountability act of 1996, Public Law 104-191, or regulations promulgated under that act, 45 CFR parts 160 and 164, a third party shall not be given a copy of the patient's or resident's medical record without prior authorization of the patient or resident.
  - c. A patient or resident is entitled to confidential treatment of personal and medical records, and may refuse their release to a person outside the health facility or agency except as required because of a transfer to another health care facility, as required by law or third party payment contract, or as permitted or required under the health insurance portability and accountability act of 1996, Public Law 104-191, or regulations promulgated under that act, 45 CFR parts 160 and 164.
  - d. A patient or resident is entitled to privacy, to the extent feasible, in

## CONTRACT ADDENDUMS

- treatment and in caring for personal needs with consideration, respect, and full recognition of his or her dignity and individuality.
- e. A patient or resident is entitled to receive adequate and appropriate care, and to receive, from the appropriate individual within the health facility or agency, information about his or her medical condition, proposed course of treatment, and prospects for recovery, in terms that the patient or resident can understand, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.
  - f. A patient or resident is entitled to refuse treatment to the extent provided by law and to be informed of the consequences of that refusal. If a refusal of treatment prevents a health facility or agency or its staff from providing appropriate care according to ethical and professional standards, the relationship with the patient or resident may be terminated upon reasonable notice.
  - g. A patient or resident is entitled to exercise his or her rights as a patient or resident and as a citizen, and to this end may present grievances or recommend changes in policies and services on behalf of himself or herself or others to the health facility or agency staff, to governmental officials, or to another person of his or her choice within or outside the health facility or agency, free from restraint, interference, coercion, discrimination, or reprisal. A patient or resident is entitled to information about the health facility's or agency's policies and procedures for initiation, review, and resolution of patient or resident complaints.
  - h. A patient or resident is entitled to information concerning an experimental procedure proposed as a part of his or her care and has the right to refuse to participate in the experimental procedure without jeopardizing his or her continuing care.
  - i. A patient or resident is entitled to receive and examine an explanation of his or her bill regardless of the source of payment and to receive, upon request, information relating to financial assistance available through the health facility or agency.
  - j. A patient or resident is entitled to know who is responsible for and who is providing his or her direct care, to receive information concerning his or her continuing health needs and alternatives for meeting those needs, and to be involved in his or her discharge planning, if appropriate.
  - k. A patient or resident is entitled to associate and have private communications and consultations with his or her physician or a physician's assistant with whom the physician has a practice agreement, with his or her advanced practice registered nurse, with his or her attorney, or with any other individual of his or her choice and to send and receive personal mail unopened on the same day it is received at the health facility or agency, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. A patient's or resident's civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices, shall not be infringed and the health facility or agency shall encourage and assist

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in the fullest possible exercise of these rights. A patient or resident may meet with, and participate in, the activities of social, religious, and community groups at his or her discretion, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.

- I. A patient or resident is entitled to be free from mental and physical abuse and from physical and chemical restraints, except those restraints authorized in writing by the attending physician, by a physician's assistant with whom the physician has a practice agreement, or by an advanced practice registered nurse, for a specified and limited time or as are necessitated by an emergency to protect the patient or resident from injury to self or others, in which case the restraint may only be applied by a qualified professional who shall set forth in writing the circumstances requiring the use of restraints and who shall promptly report the action to the attending physician, physician's assistant, or advanced practice registered nurse who authorized the restraint. In case of a chemical restraint, the physician, or the advanced practice registered nurse who authorized the restraint, shall be consulted within 24 hours after the commencement of the chemical restraint.
  - m. A patient or resident is entitled to be free from performing services for the health facility or agency that are not included for therapeutic purposes in the plan of care.
  - n. A patient or resident is entitled to information about the health facility or agency rules and regulations affecting patient or resident care and conduct.
  - o. A patient or resident is entitled to adequate and appropriate pain and symptom management as a basic and essential element of his or her medical treatment.
3. The following additional requirements for the policy described in subsection (2) apply to licensees under parts 213 and 217:
    - a. The policy shall be provided to each nursing home patient or home for the aged resident upon admission, and the staff of the facility shall be trained and involved in the implementation of the policy.
    - b. Each nursing home patient may associate and communicate privately with persons of his or her choice. Reasonable, regular visiting hours, which shall be not less than 8 hours per day, and which shall take into consideration the special circumstances of each visitor, shall be established for patients to receive visitors. A patient may be visited by the patient's attorney or by representatives of the departments named in section 20156, during other than established visiting hours. Reasonable privacy shall be afforded for visitation of a patient who shares a room with another patient. Each patient shall have reasonable access to a telephone. A married nursing home patient or home for the aged resident is entitled to meet privately with his or her spouse in a room that ensures privacy. If both spouses are residents in the same facility, they are entitled to share a room unless medically contraindicated and documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.
    - c. A nursing home patient or home for the aged resident is entitled to retain and use personal clothing and possessions as space permits, unless to do so would infringe upon the rights of other



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patients or residents, or unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. Each nursing home patient or resident shall be provided with reasonable space. At the request of a patient, a nursing home shall provide for the safekeeping of personal effects, money, and other property of a patient in accordance with section 21767, except that a nursing home is not required to provide for the safekeeping of a property that would impose an unreasonable burden on the nursing home.

- d. A nursing home patient or resident is entitled to the opportunity to participate in the planning of his or her medical treatment. The attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse, shall fully inform the nursing home patient of the patient's medical condition unless medically contraindicated as documented in the medical record by a physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. Each nursing home resident shall be afforded the opportunity to discharge himself or herself from the nursing home.
- e. A nursing home resident may be transferred or discharged only for medical reasons, for his or her welfare or that of other residents, or for nonpayment of his or her stay, except as provided by title XVIII or title XIX. A nursing home patient may be transferred or discharged only as provided in sections 21773 to 21777. A nursing home patient or home for the aged resident is entitled to be given reasonable advance notice to ensure orderly transfer or discharge. Those actions shall be documented in the medical record.
- f. A nursing home patient or resident is entitled to be fully informed before or at the time of admission and during stay of services available in the facility, and of the related charges including any charges for services not covered under title XVIII, or not covered by the facility's basic per diem rate. The statement of services provided by the facility shall be in writing and shall include those required to be offered on an as-needed basis.
- g. A nursing home patient or resident is entitled to manage his or her own financial affairs, or to have at least a quarterly accounting of personal financial transactions undertaken in his or her behalf by the facility during a period of time the patient or resident has delegated those responsibilities to the facility. In addition, a patient or resident is entitled to receive each month from the facility an itemized statement setting forth the services paid for by or on behalf of the patient and the services rendered by the facility. The admission of a patient to a nursing home does not confer on the nursing home or its owner, administrator, employees, or representatives the authority to manage, use, or dispose of a patient's property.
- h. A nursing home resident or a person authorized by the resident in writing may inspect and copy the patient's personal and medical records. The records shall be made available for inspection and copying by the nursing home within a reasonable time, not exceeding 1 week, after the receipt of a written request.
- i. If a nursing home patient desires treatment by a licensed member of

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the healing arts, the treatment shall be made available unless it is medically contraindicated, and the medical contraindication is justified in the patient's medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.

- j. A nursing home patient has the right to have his or her parents, if a minor, or his or her spouse, next of kin, or patient's representative, if an adult, stay at the facility 24 hours a day if the patient is considered terminally ill by the physician responsible for the patient's care, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.
  - k. Each nursing home patient shall be provided with meals that meet the recommended dietary allowances for that patient's age and sex and that may be modified according to special dietary needs or ability to chew.
  - l. Each nursing home patient has the right to receive representatives of approved organizations as provided in section 21763.
4. A nursing home, its owner, administrator, employee, or representative shall not discharge, harass, or retaliate or discriminate against a patient because the patient has exercised a right protected under this section.
  5. In the case of a nursing home patient, the rights enumerated in subsection (2)(c), (g), and (k) and subsection (3)(d), (g), and (h) may be exercised by the patient's representative.
  6. A nursing home patient or resident is entitled to be fully informed, as evidenced by the patient's or resident's written acknowledgment, before or at the time of admission and during stay, of the policy required by this section. The policy shall provide that if a patient or resident is adjudicated incompetent and not restored to

legal capacity, the rights and responsibilities set forth in this section shall be exercised by a person designated by the patient or resident. The health facility or agency shall provide proper forms for the patient or resident to provide for the designation of this person at the time of admission.

7. This section does not prohibit a health facility or agency from establishing and recognizing additional patients' rights.
  - h. As used in this section:
    - a. "Advanced practice registered nurse" means that term as defined in section 17201.
    - b. "Patient's representative" means that term as defined in section 21703.
    - c. "Practice agreement" means an agreement described in section 17047, 17547, or 18047.
    - d. "Title XVIII" means title XVIII of the social security act, 42 USC 1395 to 1395III.
    - e. "Title XIX" means title XIX of the social security act, 42 USC 1396 to 1396w-5.

### **Patient rights (federal)**

#### **42 CFR SECTION 483.10**

The patient or resident has a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility. A facility must protect and promote the rights of each resident, including each of the following rights:

- A. Exercise of rights.
  1. The resident has the right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States.
  2. The resident has the right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising his or her rights.
  3. In the case of a resident adjudged incompetent under the laws of a State

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by a court of competent jurisdiction, the rights of the resident are exercised by the person appointed under State law to act on the resident's behalf.

4. In the case of a resident who has not been adjudged incompetent by the State court, any legal-surrogate designated in accordance with State law may exercise the resident's rights to the extent provided by State law.
- B. Notice of rights and services.
1. The facility must inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility. The facility must also provide the resident with the notice (if any) of the State developed under section 1919(e) (6) of the Act. Such notification must be made prior to or upon admission and during the resident's stay. Receipt of such information, and any amendments to it, must be acknowledged in writing;
  2. The resident or his or her legal representative has the right— (i) Upon an oral or written request, to access all records pertaining to himself or herself including current clinical records within 24 hours (excluding weekends and holidays); and (ii) After receipt of his or her records for inspection, to purchase at a cost not to exceed the community standard photocopies of the records or any portions of them upon request and 2 working days advance notice to the facility.
  3. The resident has the right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition;
  4. The resident has the right to refuse treatment, to refuse to participate in experimental research, and to formulate an advance directive as specified in paragraph (8) of this section; and
5. The facility must— (i) Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to the nursing facility or, when the resident becomes eligible for Medicaid of— (A) The items and services that are included in nursing facility services under the State plan and for which the resident may not be charged; (B) Those other items and services that the facility offers and for which the resident may be charged, and the amount of charges for those services; and (ii) Inform each resident when changes are made to the items and services specified in paragraphs (5) (i) (A) and (B) of this section.
  6. The facility must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in the facility and of charges for those services, including any charges for services not covered under Medicare or by the facility's per diem rate.
  7. The facility must furnish a written description of legal rights which includes— (i) A description of the manner of protecting personal funds, under paragraph (c) of this section; (ii) A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment under section 1924(c) which determines the extent of a couple's non-exempt resources at the time of institutionalization and attributes to the community spouse an equitable share of resources which cannot be considered available for payment toward the cost of the institutionalized spouse's medical care in his or her process of spending

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down to Medicaid eligibility levels; (iii) A posting of names, addresses, and telephone numbers of all pertinent State client advocacy groups such as the State survey and certification agency, the State licensure office, the State ombudsman program, the protection and advocacy network, and the Medicaid fraud control unit; and (iv) A statement that the resident may file a complaint with the State survey and certification agency concerning resident abuse, neglect, misappropriation of resident property in the facility, and non-compliance with the advance directives requirements.

8. The facility must comply with the requirements specified in subpart I of part 489 of this chapter relating to maintaining written policies and procedures regarding advance directives. These requirements include provisions to inform and provide written information to all adult residents concerning the right to accept or refuse medical or surgical treatment and, at the individual's option, formulate an advance directive. This includes a written description of the facility's policies to implement advance directives and applicable State law. Facilities are permitted to contract with other entities to furnish this information but are still legally responsible for ensuring that the requirements of this section are met. If an adult individual is incapacitated at the time of admission and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive, the facility may give advance directive information to the individual's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated individual or to a surrogate or other concerned persons in accordance with State law. The facility is not relieved of its obligation to provide this information to the individual once he or she is no longer incapacitated or unable to receive such information. Follow-up procedures must be in place to provide the information to the individual directly at the appropriate time.
9. The facility must inform each resident of the name, specialty, and way of contacting the physician responsible for his or her care.
10. The facility must prominently display in the facility written information, and provide to residents and applicants for admission oral and written information about how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.
11. Notification of changes. (i) A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is— (A) An accident involving the resident which results in injury and has the potential for requiring physician intervention; (B) A significant change in the resident's physical, mental, or psychosocial status (i.e., a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications); (C) A need to alter treatment significantly (i.e., a need to discontinue an existing form of treatment due to adverse consequences, or to commence a new form of treatment); or (D) A decision to transfer or discharge the resident from the facility as specified in §483.12(a). (ii)



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The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is— (A) A change in room or roommate assignment as specified in §483.15(e)(2); or (B) A change in resident rights under Federal or State law or regulations as specified in paragraph (b)(1) of this section. (iii) The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.

12. Admission to a composite distinct part. A facility that is a composite distinct part (as defined in §483.5(c) of this subpart) must disclose in its admission agreement its physical configuration, including the various locations that comprise the composite distinct part, and must specify the policies that apply to room changes between its different locations under §483.12(a)(8).

### C. Protection of resident funds.

The resident has the right to manage his or her financial affairs, and the facility may not require residents to deposit their personal funds with the facility.

1. Management of personal funds. Upon written authorization of a resident, the facility must hold, safeguard, manage, and account for the personal funds of the resident deposited with the facility, as specified in paragraphs (c)(3)–(8) of this section.
2. Deposit of funds. (i) Funds in excess of \$50. The facility must deposit any residents' personal funds in excess of \$50 in an interest bearing account (or accounts) that is separate from any of the facility's operating accounts, and that credits all interest earned on resident's funds to that account. (In pooled accounts, there must be a separate accounting for each resident's share.) (ii) Funds less than \$50. The facility

must maintain a resident's personal funds that do not exceed \$50 in a non-interest-bearing account, interest-bearing account, or petty cash fund.

3. Accounting and records. The facility must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to the facility on the resident's behalf. (i) The system must preclude any commingling of resident funds with facility funds or with the funds of any person other than another resident. (ii) The individual financial record must be available through quarterly statements and on request to the resident or his or her legal representative.
4. Notice of certain balances. The facility must notify each resident that receives Medicaid benefits—(i) When the amount in the resident's account reaches \$200 less than the SSI resource limit for one person, specified in section 1611(a)(3) (B) of the Act; and (ii) That, if the amount in the account, in addition to the value of the resident's other nonexempt resources, reaches the SSI resource limit for one person, the resident may lose eligibility for Medicaid or SSI.
5. Conveyance upon death. Upon the death of a resident with a personal fund deposited with the facility, the facility must convey within 30 days the resident's funds, and a final accounting of those funds, to the individual or probate jurisdiction administering the resident's estate.
6. Assurance of financial security. The facility must purchase a surety bond, or otherwise provide assurance satisfactory to the Secretary, to assure the security of all personal funds of residents deposited with the facility.

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7. Limitation on charges to personal funds. The facility may not impose a charge against the personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare (except for applicable deductible and coinsurance amounts). The facility may charge the resident for requested services that are more expensive than or in excess of covered services in accordance with §489.32 of this chapter. (This does not affect the prohibition on facility charges for items and services for which Medicaid has paid. See §447.15, which limits participation in the Medicaid program to providers who accept, as payment in full, Medicaid payment plus any deductible, coinsurance, or copayment required by the plan to be paid by the individual.) (i) Services included in Medicare or Medicaid payment. During the course of a covered Medicare or Medicaid stay, facilities may not charge a resident for the following categories of items and services: (A) Nursing services as required at §483.30 of this subpart. (B) Dietary services as required at §483.35 of this subpart. (C) An activities program as required at §483.15(f) of this subpart. (D) Room/bed maintenance services. (E) Routine personal hygiene items and services as required to meet the needs of residents, including, but not limited to, hair hygiene supplies, comb, brush, bath soap, disinfecting soaps or specialized cleansing agents when indicated to treat special skin problems or to fight infection, razor, shaving cream, toothbrush, toothpaste, denture adhesive, denture cleaner, dental floss, moisturizing lotion, tissues, cotton balls, cotton swabs, deodorant, incontinence care and supplies, sanitary napkins and related supplies, towels, washcloths, hospital gowns, over the counter drugs, hair and nail hygiene services, bathing, and basic personal laundry. (F) Medically-related social services as required at §483.15(g) of this subpart. (ii) Items and services that may be charged to residents' funds. Listed below are general categories and examples of items and services that the facility may charge to residents' funds if they are requested by a resident, if the facility informs the resident that there will be a charge, and if payment is not made by Medicare or Medicaid: (A) Telephone. (B) Television/radio for personal use. (C) Personal comfort items, notions and novelties, and confections. (D) Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare. (E) Personal clothing. (F) Personal reading matter. (G) Gifts purchased on behalf of a resident. (H) Flowers and plants. (I) Social events and entertainment offered outside the scope of the activities program, provided under §483.15(f) of this subpart. (J) Noncovered special care services such as privately hired nurses or aides. (K) Private room, except when therapeutically required (for example, isolation for infection control). (L) Specially prepared or alternative food requested instead of the food generally prepared by the facility, as required by §483.35 of this subpart. (iii) Requests for items and services. (A) The facility must not charge a resident (or his or her representative) for any item or service not requested by the resident. (B) The facility must not require a resident (or his or her representative) to request any item or service as a condition of admission or continued stay. (C) The facility must inform the resident (or his or her representative) requesting an item or service for which a charge will be made that there will be a charge for the item or service and what the charge will be.

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- D. Free choice. The resident has the right to –
1. Choose a personal attending physician;
  2. Be fully informed in advance about care and treatment and of any changes in that care or treatment that may affect the resident's well-being; and
  3. Unless adjudged incompetent or otherwise found to be incapacitated under the laws of the State, participate in planning care and treatment or changes in care and treatment.
- E. Privacy and confidentiality. The resident has the right to personal privacy and confidentiality of his or her personal and clinical records.
1. Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups, but this does not require the facility to provide a private room for each resident;
  2. Except as provided in paragraph (e)(3) of this section, the resident may approve or refuse the release of personal and clinical records to any individual outside the facility;
  3. The resident's right to refuse release of personal and clinical records does not apply when— (i) The resident is transferred to another health care institution; or (ii) Record release is required by law.
- F. Grievances. A resident has the right to –
1. Voice grievances without discrimination or reprisal. Such grievances include those with respect to treatment which has been furnished as well as that which has not been furnished; and
  2. Prompt efforts by the facility to resolve grievances the resident may have, including those with respect to the behavior of other residents.
- G. Examination of survey results. A resident has the right to—
1. Examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility. The facility must make the results available for examination in a place readily accessible to residents, and must post a notice of their availability; and
  2. Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.
- H. Work. The resident has the right to—
1. Refuse to perform services for the facility;
  2. Perform services for the facility, if he or she chooses, when— (i) The facility has documented the need or desire for work in the plan of care; (ii) The plan specifies the nature of the services performed and whether the services are voluntary or paid; (iii) Compensation for paid services is at or above prevailing rates; and (iv) The resident agrees to the work arrangement described in the plan of care.
- I. Mail. The resident has the right to privacy in written communications, including the right to—
1. Send and promptly receive mail that is unopened; and
  2. Have access to stationery, postage, and writing implements at the resident's own expense.
- J. Access and visitation rights.
1. The resident has the right and the facility must provide immediate access to any resident by the following: (i) Any representative of the Secretary; (ii) Any representative of the State; (iii) The resident's individual physician; (iv)

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- The State long term care ombudsman (established under section 307(a)(12) of the Older Americans Act of 1965); (v) The agency responsible for the protection and advocacy system for developmentally disabled individuals (established under part C of the Developmental Disabilities Assistance and Bill of Rights Act); (vi) The agency responsible for the protection and advocacy system for mentally ill individuals (established under the Protection and Advocacy for Mentally Ill Individuals Act); (vii) Subject to the resident's right to deny or withdraw consent at any time, immediate family or other relatives of the resident; and (viii) Subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the resident.
2. The facility must provide reasonable access to any resident by any entity or individual that provides health, social, legal, or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.
  3. The facility must allow representatives of the State Ombudsman, described in paragraph (j)(1)(iv) of this section, to examine a resident's clinical records with the permission of the resident or the resident's legal representative, and consistent with State law.
- K. Telephone. The resident has the right to have reasonable access to the use of a telephone where calls can be made without being overheard.
- L. Personal property. The resident has the right to retain and use personal possessions, including some furnishings, and appropriate clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents.
- M. Married couples. The resident has the right to share a room with his or her spouse when married residents live in the same facility and both spouses consent to the arrangement.
- N. Self-Administration of Drugs. An individual resident may self-administer drugs if the interdisciplinary team, as defined by §483.20(d)(2)(ii), has determined that this practice is safe.
- O. Refusal of certain transfers.
1. An individual has the right to refuse a transfer to another room within the institution, if the purpose of the transfer is to relocate— (i) A resident of a SNF from the distinct part of the institution that is a SNF to a part of the institution that is not a SNF, or (ii) A resident of a NF from the distinct part of the institution that is a NF to a distinct part of the institution that is a SNF.
  2. A resident's exercise of the right to refuse transfer under paragraph (o) (1) of this section does not affect the individual's eligibility or entitlement to Medicare or Medicaid benefits.

### 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 1974 (5 USC 552a). This form is not a consent to release or use health care information pertaining to you.

**1. Authority for Collection of Information, Including Social Security Number and Whether Disclosure is Mandatory or Voluntary.** Authority for maintenance of the system is given under Sections 102(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



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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 patient's functional capacity and health status. To implement this requirement, the facility must obtain information from every patient. 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 patients. 42 CFR §483.20, requires LTC facilities to establish a database, the Minimum Data Set (MDS), of patient 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 patient does not have the right to refuse consent to these disclosures. These data are protected under the requirements of the Federal Privacy Act of 1974 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 noncritical 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.

**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:

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. 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;
- f. To support litigation involving the agency, this information may be disclosed to The Department of Justice, courts or adjudicatory bodies;

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- g. To support a national accrediting organization whose accredited facilities meet certain Medicare requirements for inpatient hospital (including swing beds) services;
- h. 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
- i. 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 has the authority to investigate potential fraud, waste and abuse in a 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 patient.

If a patient 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: Patients 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 patients or their representative(s). Although signature of receipt is NOT required, providers may request to have the Patient 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.

#### **Notice of privacy practices**

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.

1. Effective Date of This Notice: April 14, 2003
2. Who Will Follow This Notice: This notice describes the practices of our nursing facility and of the following persons and entities:
  - a. Any health care professional authorized to enter information into your medical chart.
  - b. All departments and units of this facility.
  - c. Any volunteer and contractor who provides services to you while you are in our facility.
  - d. All employees, staff and other facility personnel.
  - e. The following classes of providers and suppliers and their employees: laboratories; physical, occupational, speech and respiratory therapy providers; transportation providers; radiology providers; pharmacies; audiology providers; dietary providers; and medical supply companies.

The following classes of individual health care providers: attending physicians; optometrists; ophthalmologists; dentists; podiatrists; psychologists; and psychiatrists.

All of the persons and entities noted above will follow the terms of this notice with regard to your health information for services provided in our nursing facility or to you while you are a patient in our facility regardless of where the services are actually provided. In addition, these persons and entities may share your health information with each other for treatment, payment or other health care operations purposes as described in this notice.

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### 3. How We Will Use or Disclose Your Health Information

- a. **Treatment.** We will use or disclose your health information for treatment purposes, including for the treatment activities of other health care providers. For example, information obtained by a nurse, physician, or other member of your healthcare team will be recorded in your record and used to determine the course of treatment that should work best for you. Your physician will document in your record his or her expectations of the members of your healthcare team. Members of your healthcare team will then record the actions they took and their observations. In that way, the physician will know how you are responding to treatment. We will also provide your physician or a subsequent healthcare provider with copies of various reports that should assist him or her in treating you once you're discharged from our nursing facility.
- b. **Payment.** We will use or disclose your health information for payment, including for the payment activities of other health care providers or payers. For example, a bill may be sent to you or a third-party payer, including Medicare or Medicaid. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.
- c. **Health care operations.** We will use or disclose your health information for our regular health operations. For example, members of the medical staff, the risk or quality improvement manager, or members of the quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the health care and service we provide.

In addition, we will disclose your health information for certain health care operations of other entities. However, we will only disclose your information under the following conditions: (a) the other entity must have, or have had in

the past, a relationship with you; (b) the health information used or disclosed must relate to that other entity's relationship with you; and (c) the disclosure must only be for one of the following purposes: (i) quality assessment and improvement activities; (ii) population-based activities relating to improving health or reducing health care costs; (iii) case management and care coordination; (iv) conducting training programs; (v) accreditation, licensing, or credentialing activities; or (vi) health care fraud and abuse detection or compliance.

- d. **Business associates.** There are some services provided in our organization through the use of outside people and entities. Examples of these "business associates" include our accountants, consultants and attorneys. We may disclose your health information to our business associates so that they can perform the job we've asked them to do. To protect your health information, however, we require the business associates to appropriately safeguard your information, and they are also required to do so by law.
- e. **Directory.** Unless you notify us that you object, we may use your name, location in the facility, general condition, and religious affiliation for directory purposes. This information may be provided to members of the clergy and, except for religious affiliation, to other people who ask for you by name. We may also use your name on a nameplate next to or on your door in order to identify your room, unless you notify us that you object.
- f. **Notification.** We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, of your location, and general condition. If we are unable to reach your family member or personal representative, then we may leave a message for them at the phone number that they have provided us, e.g., on an answering machine.

## CONTRACT ADDENDUMS

- g. Communication with family.** We may disclose to a family member, other relative, close personal friend or any other person involved in your health care, health information relevant to that person's involvement in your care or payment related to your care.
- h. Marketing.** We may contact you regarding your treatment, to coordinate your care, or to direct or recommend alternative treatments, therapies, health care providers or settings.
- i. Other uses & disclosures.** We may use or disclose your protected health information in the following situations without your authorization since these uses and disclosures are required or permitted by law without such authorization:
- As required by law
  - For public health activities, such as reporting to the Federal Drug Administration or the Occupational Safety and Health Administration
  - About victims of abuse, neglect or domestic violence
  - For health oversight activities
  - For judicial and administrative proceedings
  - For law enforcement purposes
  - About decedents, such as releases to coroners, medical examiners and funeral directors
  - For cadaveric organ, eye or tissue donation purposes
  - For research certain purposes where we have permission from an institutional review board or privacy board
  - To avert a serious threat to health or safety
  - For specialized government functions, such as national security
  - For workers' compensation

#### 4. Your Health Information Rights

Although your health record is the physical property of the nursing facility, the information in your health record belongs to you. You have the following rights:

- a. You may request that we not use or disclose your health information for a particular reason related to treatment, payment, the Facility's general health care operations, and/or to a particular family member, other relative or close personal friend. We ask that such requests be made in writing on a form provided by our facility. Although we will consider your requests with regard to the use of your health information, please be aware that we are under no obligation to accept it or to abide by it, unless it is a request to prohibit disclosures to your health care plan relating to a service for which you have already paid in full out of pocket. We will abide by your requests with regard to the disclosure of your clinical and personal records to anyone outside of the facility, except in an emergency, if you are being transferred to another health care institution, or the disclosure is required by law.
- b. If you are dissatisfied with the manner in which or the location where you are receiving communications from us that are related to your health information, you may request that we provide you with such information by alternative means or at alternative locations. Such a request must be made in writing, and submitted to the CEO. We will attempt to accommodate all reasonable requests.
- c. You may request to inspect and/or obtain copies of health information about you, which will be provided to you in the time frames established by law. You may make such requests orally or in writing; however, in order to better respond to your request we ask that you make such requests in writing on our facility's standard form. If you request to have copies made, we will charge you the community standard rate established by state law for copies of medical records requested from health care providers, such as hospitals and doctors.



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- d. If you believe that any health information in your record is incorrect or if you believe that important information is missing, you may request that we correct the existing information or add the missing information. Such requests must be made in writing, and must provide a reason to support the amendment.
- e. You may request that we provide you with a written accounting of all disclosures made by us during the time period for which you request (not to exceed 6 years). We ask that such requests be made in writing on a form provided by our facility. Please note that an accounting will not apply to any of the following types of disclosures: disclosures made for reasons of treatment, payment or health care operations; disclosures made to you or your Representative, or any other individual involved with your care; disclosures made pursuant to a valid authorization; disclosures to correctional institutions or law enforcement officials; and disclosures for national security purposes. You will not be charged for your first accounting request in any 12 month period. However, for any requests that you make thereafter, you will be charged a reasonable, cost-based fee.
- f. You have the right to obtain a paper copy of our Notice of Privacy Practices upon request.
- g. You may revoke an authorization to use or disclose health information, except to the extent that action has already been taken. Such a request must be made in writing.

## 5. For More Information or to Report a Problem

If you believe that your privacy rights have been violated, you may file a complaint with us. These complaints must be filed in writing on a form provided by our facility. The complaint form may be obtained from the receptionist area and when completed should be returned to the CEO. You may also file a complaint with the secretary of the federal Department of Health and Human Services. There will be no retaliation for filing a complaint.

## Financial terms

1. **Duty to Pay.** You agree to pay all charges and fees that are billed to you by Dobie Road when they become due.
2. **Rates.** You will be charged the Basic Rate for the Basic Services. The Basic Rate may be adjusted by Dobie Road at any time upon thirty (30) days advance written notice to you. Current charges for additional services are available to you upon request. In addition, if the Patient's payment source changes at any time during the patient's stay at Dobie Road, Dobie Road's fees and charges to be paid by you may be adjusted immediately. This agreement's terms and conditions comprehend all sources of payment for your care and shall remain in effect even after the source of payment for your care changes. You hereby waive your right to execute a new agreement each time your source of payment changes.
3. **Billing to Governmental Payers.** As a service to you, Dobie Road will accept payment from a governmental payer, such as Medicare or Medicaid. However, unless specifically prohibited under applicable law, you remain responsible for any charges that are not paid for by a governmental payer at Dobie Road's then-current rates.
4. **Billing to Health Insurance Plans.** Dobie Road will bill the Patient's health insurance plan as a service to you. Unless otherwise agreed upon between Dobie Road and your health insurance plan: you agree to pay Dobie Road its private pay rate if the plan does not agree to pay Dobie Road directly; and you also agree to pay Dobie Road directly and in full upon receipt of an invoice if your insurance plan does not pay Dobie Road within forty-five (45) days of billing.

## CONTRACT ADDENDUMS

- 5. Payment & Collection.** You must pay the Basic Rate no later than the 15th day of each month in advance of the month that services are received, and any amounts due for Additional Services within thirty (30) days of the date of invoice. In addition, if Dobie Road retains the services of a collection agency or an attorney to obtain the payment of amounts due under this Agreement, Dobie Road shall be entitled to recover from You all collection agency and attorney's fees, court costs and other collection expenses. You authorize Dobie Road to release information about the patient's residency, the services provided and any debts owed to a law firm or collection agency in attempting to collect amounts due and not paid.
- 6. Deposit & Refunds.** Deposits for private pay patients are expected at the time of admission and will be based on the per diem rate. The deposit amount will include the number of days in the current month as well as the number of days for the following month. If Dobie Road determines that an overpayment has occurred, Dobie Road shall refund the overpaid amount to the Patient, or if the Patient is deceased, to his or her estate. Resident Refunds are issued to residents who have discharged that have credit balances. The administrator must approve all private pay refunds. Some states have legal time limits for issuing Resident Refunds, and therefore, refund procedures must be initiated in accordance with the state guidelines. If no legal deadlines exist, wait until after the month end close to initiate a refund.
- 7. Disputed Debts.** If you disagree with a charge, you must notify the CEO in writing of any dispute, and provide reasons and evidence of why you believe the charge is incorrect,

within thirty (30) days after receipt of the first invoice that includes the disputed charge. If you do not submit such a written notification, then all charges shall be deemed accurate and any dispute will be deemed waived. All communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent directly to the CEO of Dobie Road in writing

### **Representative authority and duties**

In addition to his/her general duties under the Agreement, the following shall apply to the Representative:

- 1. Representative as Patient's Agent.** The patient gives permission to the Representative to sign any and all documents that are part of the admission process to Dobie Road on the patient's behalf as his or her agent. The Patient agrees that in signing on his or her behalf, the Representative binds the Patient to all duties imposed by such documents as if the Patient had signed them himself or herself, including the duty to pay Dobie Road for services rendered and to agree to arbitrate legal disputes.
- 2. Duty of Representative on Behalf of Patient.** During the term of his/her residency, the patient may need assistance in arranging for payment for the services provided. You have asserted to Dobie Road that the Representative shall act in a fiduciary capacity on the Patient's behalf to satisfy the patient's financial obligations under this agreement if the patient chooses not to, or is unable to, meet those obligations. The patient shall be primarily responsible for making payments to Dobie Road until such time as he/she assigns the responsibility for making payment to the Representative or until he/she can no longer make payments on his/her own behalf; at such time, the Representative shall become primarily responsible for making such payments. Except as specifically provided otherwise in the agreement or as agreed to by Representative, all financial obligations in this agreement are the patient's.

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### 3. **Legal Authority to Access Patient's Funds.**

You have asserted that the Representative has legal access to and control over the patient's income, assets, personal and real property, and resources, including, but not limited to, social security, pension or retirement funds, annuities, insurance, bank accounts, and mutual funds (collectively, "Resources"); and you understand that Dobie Road is entering into this agreement in reliance on that assertion. You agree that all such resources shall be considered the patient's resources for purposes of this agreement. You agree that if any of these resources transfer by operation of law while the Patient still has outstanding debts to Dobie Road and such transfer causes the patient's remaining resources to be insufficient to pay the debt in full, then You shall be personally responsible for the remaining debt to Dobie Road. You agree that if you have misrepresented your legal authority to control the patient's resources or to enter into this agreement on behalf of the patient, or if You have misrepresented any information on the financial application for admission, then you agree to be personally, jointly and severally liable for all of the patient's responsibilities in this agreement.

4. **Limitation on Legal Authority to Act on Behalf of Patient.** You hereby certify that no one else has financial access or control over the patient's resources, and that you will not grant any other person or entity access or control over said resources (with the exception of Dobie Road) during the term of this agreement, unless such other person or entity first becomes a party to this agreement. You agree to be personally liable for any amounts not paid to Dobie Road, if someone other than a signatory to this Agreement spends the patient's resources that would otherwise be available to pay Dobie Road.

5. **Diversion of Patient's Resources.** The Representative agrees to be a good financial steward of all of the patient's resources. The Representative understands and agrees that

the misappropriation, theft, use or redirection of those resources so that the patient's financial obligations under this agreement are not met is a violation of this agreement. If any resources are withheld, used for personal use, or otherwise not liquidated and provided to Dobie Road in order to satisfy the patient's financial obligations under this agreement, then the representative agrees to pay those amounts due to Dobie Road from the Representative's own resources (including, but not limited to, the Representative's income, assets, real and personal property).

6. **Cooperation in Medicaid Process.** The Representative shall cooperate fully in any application, redetermination or appeals process related to Medicaid eligibility. The Representative agrees to pay from his/her own resources any unpaid charges due to Dobie Road as a result of the Representative's failure to cooperate in the Medicaid eligibility or redetermination process, or appeals thereto. "Failure to cooperate" shall include, but is not limited to, failing to provide documentation to the Medicaid agency in the time frames defined by law or as indicated by the relevant representative of the Medicaid agency.

### **General terms and conditions**

1. **Obligation to Keep Dobie Road Informed.** You have the responsibility of keeping Dobie Road informed of any changes in the patient's health condition or financial status. You will inform Dobie Road immediately if: (a) the patient's assets reach a value of \$15,000 or less due to a transfer any property, money or stock to another person or entity or similar transaction; (b) a decision has been made to have the patient switch or join insurance companies or managed care programs; or (c) if the patient is currently having services paid for by Medicaid, the patient inherits any property or money, or receives property or money as a gift. You agree to be personally responsible for any payments not made to Dobie Road timely based on your

## CONTRACT ADDENDUMS

failure to notify the facility per this section. You agree to provide Dobie Road with an accurate financial statement of the patient's income and resources in a format requested or approved by Dobie Road upon request by Dobie Road.

- 2. Term & Termination.** This agreement shall continue until it is terminated by You or Dobie Road. You may terminate this agreement at any time; however, Dobie Road requests that you provide it with at least three days advance notice so that it can conduct proper discharge planning. This agreement shall automatically terminate upon the death of the patient. This agreement may be terminated by Dobie Road upon any of the following events, subject to state and federal transfer and discharge provisions: (a) the patient's failure to make payment or have payment made on his/her behalf, (subject to the limitations in this section below); (b) discharge from Dobie Road; (c) the patient's continued stay jeopardizes the health, safety or welfare of this patient or other patients of Dobie Road; and (d) Dobie Road's license or certification has been revoked, renewal denied, or Dobie Road is voluntarily closed. You agree that all accrued charges and fees must be paid prior to the effective date of termination or, if later, on the date You receive a final bill. Your duty to pay for all items and services billed by Dobie Road shall survive the termination of the agreement. After the agreement is terminated, you agree that you will ensure that the Patient moves out of Dobie Road. This includes moving out of Dobie Road by the date specified in the discharge notice in the event of an involuntary discharge. If the Patient does not move out of Dobie Road by the termination date, then You agree to pay Dobie Road a per diem rate equal to two times Dobie Road's then-current private pay rate for all days that the Patient remains in Dobie Road after

termination of the agreement. You agree to pay all of Dobie Road's expenses, including attorney's fees and court costs, for any legal action commenced by Dobie Road to enforce its rights to discharge or otherwise remove the patient from Dobie Road.

Notwithstanding any other provisions, this Agreement shall not be terminated solely by reason of the resident's financial inability to continue to pay the full charges for services and/or his or her inability to obtain financial assistance for such charges. You agree not to willfully impair the resident's ability to meet his or her financial obligations in this Agreement, and You understand that Dobie Road may terminate this agreement if you willfully refuse to pay for the services covered under this agreement even though the resident has sufficient resources to do so. If you believe that you will not be able to pay for the resident's care, then you must apply for any applicable financial assistance. If the resident is denied such financial assistance, then all available appeal rights must be exercised. You agree at all times to pay whatever amount the Resident can towards the full charges for services provided. In no event does this section impact Dobie Road's ability to terminate this agreement for reasons other than nonpayment.

- 3. Authorization for Care.** Unless you otherwise explicitly refuse a particular treatment, the patient's admission to Dobie Road shall constitute your authorization and consent to the provision of all care and services provided in Dobie Road.



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- 4. Rules & Policies.** You agree to abide by all of Dobie Road's rules, policies and procedures, including, but not limited to, those contained in the Admission Packet, as may be amended from time-to-time in Dobie Road's sole discretion.
- 5. Nondiscrimination.** Dobie Road offers its services to persons whose needs can be met by Dobie Road, without regard to race, creed, sex, age, religion, national origin, sexual orientation or identification, handicap, or disability.
- 6. Waiver.** The failure of Dobie Road in any one or more instances, to insist upon strict compliance by you with, or its waiver of any breach of, any of the terms or provisions of this agreement, shall not be construed to be a waiver by Dobie Road of its rights to insist upon strict compliance by you with all of the terms and provisions of this agreement.
- 7. Partial Illegality.** If any portion of this Agreement is determined to be illegal or not in conformity with applicable laws and regulations, such part shall be deemed to be modified so as to be in accordance with such laws and regulations, and the validity of the balance of this agreement shall not be affected. This agreement shall be construed in accordance with the laws of the State of Michigan.
- 8. Complete Agreement; Amendments.** Dobie Road is not liable for, nor bound in any manner by, any statements, representations or promises made by any person representing or purporting to represent Dobie Road, unless such statements, representations or promises are set forth in writing and made a part of this agreement. Modification of this agreement may be made only by agreement of both/all the parties in writing; provided, however, Dobie Road reserves the right to amend the agreement at any time in order to conform to changes in federal, state, or local laws or regulations that require modifying the agreement. Dobie Road will notify you of its intent to make any such modification at least thirty (30) days prior to making the modification.
- 9. Assignment.** No assignment of this agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Agreement may be assigned by Dobie Road or the organization to any successor entity operating it, and such assignment shall forever release Dobie Road hereunder.
- 10. Representation of Accuracy.** You represent that the information contained on the application forms, financial statements, this agreement, and the patient's health history are true to the best of your knowledge and belief. You understand that Dobie Road has relied upon such information in agreeing to admit the Patient to Dobie Road.
- 11. Incorporation of Other Documents.** The following documents are hereby incorporated into this agreement by reference: all attached rate schedules and all of Dobie Road's policies governing the patient's responsibilities, as may be amended from time-to-time by Dobie Road in its sole discretion; all application forms, financial statements, and medical records provided to Dobie Road as part of the patient's or resident's application for admission to Dobie Road; the patient admission packet; and all documents that you signed or received during the admission process to Dobie Road.
- 12. Headings.** The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

# CONTRACT ADDENDUMS



## Nursing Home Resident Rights and Responsibilities

### Resident Rights

- (1) A health facility or agency that provides services directly to patients or residents and is licensed under this article shall adopt a policy describing the rights and responsibilities of patients or residents admitted to the health facility or agency. Except for a licensed health maintenance organization that is subject to chapter 35 of the insurance code of 1956, 1956 PA 218, MCL 500.3501 to 500.3573, the health facility or agency shall post the policy at a public place in the health facility or agency and shall provide the policy to each member of the health facility or agency staff. Patients or residents shall be treated in accordance with the policy.
- (2) The policy describing the rights and responsibilities of patients or residents required under subsection (1) shall include, as a minimum, all of the following:
- (a) A patient or resident shall not be denied **appropriate care** on the basis of race, religion, color, national origin, sex, age, disability, marital status, sexual preference, or source of payment.
  - (b) An individual who is or has been a patient or resident is entitled to inspect, or receive for a reasonable fee, a copy of his or her **medical record** upon request in accordance with the medical records access act, 2004 PA 47, MCL333.26261 to 333.26271. Except as otherwise permitted or required under the health insurance portability and accountability act of 1996, Public Law 104-191, or regulations promulgated under that act, 45 CFR parts 160 and 164, a third party shall not be given a copy of the patient's or resident's medical record without prior authorization of the patient or resident.
  - (c) A patient or resident is entitled to confidential treatment of **personal and medical records** and may refuse their release to a person outside the health facility or agency except as required because of a transfer to another health care facility, as required by law or third party payment contract, or as permitted or required under the health insurance portability and accountability act of 1996, Public Law 104-191, or regulations promulgated under that act, 45 CFR parts 160 and 164.
  - (d) A patient or resident is entitled to **privacy**, to the extent feasible, in treatment and in caring for personal needs with consideration, respect, and full recognition of his or her dignity and individuality.
  - (e) A patient or resident is entitled to receive adequate and appropriate care, and to receive, from the appropriate individual within the health facility or agency, information about his or her **medical condition**, proposed course of treatment, and prospects for recovery, in terms that the patient or resident can understand, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.
  - (f) A patient or resident is entitled to **refuse treatment** to the extent provided by law and to be informed of the consequences of that refusal. If a refusal of treatment prevents a health facility or agency or its staff from providing appropriate care according to ethical and professional standards, the relationship with the patient or resident may be terminated upon reasonable notice.
  - (g) A patient or resident is entitled to exercise his or her rights as a patient or resident and as a citizen, and to this end may present **grievances or recommend changes** in policies and services on behalf of himself or herself or others to the health facility or agency staff, to governmental officials, or to another person of his or her choice within or outside the health facility or agency, free from restraint, interference, coercion, discrimination, or reprisal. A patient or resident is entitled to information about the health facility's or agency's policies and procedures for initiation, review, and resolution of patient or resident complaints.
  - (h) A patient or resident is entitled to information concerning an **experimental procedure** proposed as a part of his or her care and has the right to refuse to participate in the experimental procedure without jeopardizing his or her continuing care.
  - (i) A patient or resident is entitled to receive and examine an explanation of his or her **bill** regardless of the source of payment and to receive, upon request, information relating to financial assistance available through the health facility or agency.
  - (j) A patient or resident is entitled to know who is responsible for and who is providing his or her direct care, to receive information concerning his or her continuing **health needs** and alternatives for meeting those needs, and to be involved in his or her discharge planning, if appropriate.
  - (k) A patient or resident is entitled to associate and have **private communications and consultations** with his or her physician or a physician's assistant with whom the physician has a practice agreement, with his or her advanced practice registered nurse, with his or her attorney, or with any other individual of his or her choice and to send and receive personal mail unopened on the same day it is received at the health facility or agency, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. A patient's or resident's civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices, shall not be infringed and the health facility or agency shall encourage and assist in the fullest possible exercise of these rights. A patient or resident may meet with, and participate in, the activities of social, religious, and community groups at his or her discretion, unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.
  - (l) A patient or resident is entitled to be free from **mental and physical abuse** and from physical and chemical restraints, except those restraints authorized in writing by the attending physician, by a physician's assistant with whom the physician has a practice agreement, or by an advanced practice registered nurse, for a specified and limited time or as are necessitated by an emergency to protect the patient or resident from injury to self or others, in which case the restraint may only be applied by a qualified professional who shall set forth in writing the circumstances requiring the use of restraints and who shall promptly report the action to the attending physician, physician's assistant, or advanced practice registered nurse who authorized the restraint. In case of a chemical restraint, the physician, or the advanced practice registered nurse who authorized the restraint, shall be consulted within 24 hours after the commencement of the chemical restraint.
  - (m) A patient or resident is entitled to be free from **performing services** for the health facility or agency that are not included for therapeutic purposes in the plan of care.
  - (n) A patient or resident is entitled to information about the health facility or agency **rules and regulations** affecting patient or resident care and conduct.
  - (o) A patient or resident is entitled to adequate and appropriate **pain and symptom management** as a basic and essential element of his or her medical treatment.
- (3) The following additional requirements for the policy described in subsection (2) apply to licensees under parts 213 and 217:
- (a) The **policy** shall be provided to each nursing home patient or home for the aged resident upon admission, and the staff of the facility shall be trained and involved in the implementation of the policy.
  - (b) Each nursing home patient may **associate and communicate privately** with persons of his or her choice. Reasonable, regular visiting hours, which shall be not less than 8 hours per day, and which shall take into consideration the special circumstances of each visitor, shall be established for patients to receive visitors. A patient may be visited by the patient's attorney or by representatives of the departments named in section 20156, during other than established visiting hours. Reasonable privacy shall be afforded for visitation of a patient who shares a room with another patient. Each patient shall have reasonable access to a telephone. A married nursing home patient or home for the aged resident is entitled to meet privately with his or her spouse in a room that ensures privacy. If both spouses are residents in the same facility, they are

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entitled to share a room unless medically contraindicated and documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.

(c) A nursing home patient or home for the aged resident is entitled to retain and use **personal clothing and possessions** as space permits, unless to do so would infringe upon the rights of other patients or residents, or unless medically contraindicated as documented in the medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. Each nursing home patient or home for the aged resident shall be provided with reasonable space. At the request of a patient, a nursing home shall provide for the safekeeping of personal effects, money, and other property of a patient in accordance with section 21767, except that a nursing home is not required to provide for the safekeeping of a property that would impose an unreasonable burden on the nursing home.

(d) A nursing home patient or home for the aged resident is entitled to the opportunity to participate in the **planning of his or her medical treatment**. The attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse, shall fully inform the nursing home patient of the patient's medical condition unless medically contraindicated as documented in the medical record by a physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse. Each nursing home patient shall be afforded the opportunity to discharge himself or herself from the nursing home.

(e) A home for the aged resident may be transferred or discharged only for medical reasons, for his or her welfare or that of other residents, or for nonpayment of his or her stay, except as provided by title XVIII or title XIX. A nursing home patient may be transferred or discharged only as provided in sections 21773 to 21777. A nursing home patient or home for the aged resident is entitled to be given reasonable advance notice to ensure orderly transfer or discharge. Those actions shall be documented in the medical record.

(f) A nursing home patient or home for the aged resident is entitled to be fully informed before or at the time of admission and during stay of **services available** in the facility, and of the related charges including any charges for services not covered under title XVIII, or not covered by the facility's basic per diem rate. The statement of services provided by the facility shall be in writing and shall include those required to be offered on an as-needed basis.

(g) A nursing home patient or home for the aged resident is entitled to manage his or her own **financial affairs**, or to have at least a quarterly accounting of personal financial transactions undertaken in his or her behalf by the facility during a period of time the patient or resident has delegated those responsibilities to the facility. In addition, a patient or resident is entitled to receive each month from the facility an itemized statement setting forth the services paid for by or on behalf of the patient and the services rendered by the facility. The admission of a patient to a nursing home does not confer on the nursing home or its owner, administrator, employees, or representatives the authority to manage, use, or dispose of a patient's property.

(h) A nursing home patient or a person authorized by the patient in writing may inspect and copy the patient's **personal and medical records**. The records shall be made available for inspection and copying by the nursing home within a reasonable time, not exceeding 1 week, after the receipt of a written request.

(i) If a nursing home patient desires treatment by a licensed member of the **healing arts**, the treatment shall be made available unless it is medically contraindicated, and the medical contraindication is justified in the patient's medical record by the attending physician, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.

(j) A nursing home patient has the right to have his or her parents, if a minor, or his or her spouse, next of kin, or patient's representative, if an adult, **stay at the facility 24 hours** a day if the patient is considered terminally ill by the physician responsible for the patient's care, a physician's assistant with whom the physician has a practice agreement, or an advanced practice registered nurse.

(k) Each nursing home patient shall be provided with **meals** that meet the recommended dietary allowances for that patient's age and sex and that may be modified according to special dietary needs or ability to chew.

(l) Each nursing home patient has the right to receive representatives of approved organizations as provided in section 21763.

(4) A nursing home, its owner, administrator, employee, or representative shall not **discharge, harass, or retaliate or discriminate** against a patient because the patient has exercised a right protected under this section.

(5) In the case of a nursing home patient, the rights enumerated in subsection (2)(c), (g), and (k) and subsection (3)(d),(g), and (h) may be exercised by the **patient's representative**.

(6) A nursing home patient or home for the aged resident is entitled to be fully informed, as evidenced by the patient's or resident's written acknowledgment, before or at the time of admission and during stay, of the policy required by this section. The policy shall provide that if a patient or resident is **adjudicated incompetent** and not restored to legal capacity, the rights and responsibilities set forth in this section shall be exercised by a person designated by the patient or resident. The health facility or agency shall provide proper forms for the patient or resident to provide for the designation of this person at the time of admission.

(7) This section does not prohibit a health facility or agency from establishing and recognizing **additional patients' rights**.

(8) As used in this section:

(a) "Advanced practice registered nurse" means that term as defined in section 17201.

(b) "Patient's representative" means that term as defined in section 21703.

(c) "Practice agreement" means an agreement described in section 17047, 17547, or 18047.

(d) "Title XVIII" means title XVIII of the social security act, 42 USC 1395 to 1395III.

(e) "Title XIX" means title XIX of the social security act, 42 USC 1396 to 1396w-5.

Adapted from the Michigan Public Health Code, Public Act 368 of 1978 MCL mcl-333-2020- See Act for exact Language

## Resident Responsibilities

- (1) A patient or resident is responsible for following the health facility rules and regulations affecting patient or resident care and conduct.
- (2) A patient or resident is responsible for providing a complete and accurate medical history.
- (3) A patient or resident is responsible for making it known whether he or she clearly comprehends a contemplated course of action and the things he or she is expected to do.
- (4) A patient or resident is responsible for following the recommendations and advice prescribed in a course of treatment by the physician.
- (5) A patient or resident is responsible for providing information about unexpected complications that arise in an expected course of treatment.
- (6) A patient or resident is responsible for being considerate of the rights of other patients or residents and health facility personnel and property.
- (7) A patient or resident is responsible for providing the health facility with accurate and timely information concerning his or her sources of payment and ability to meet financial obligations.

# CONTRACT ADDENDUMS

POLICY: Bed Hold Prior to Transfer

REFERENCE: Admissions/Nursing

EFFECTIVE DATE: 05/13/24

## Policy:

To provide written information to the resident and/or the resident representative regarding bed hold policies prior to and when transferring a resident to the hospital or the resident goes on therapeutic leave.

## Definitions:

“Bed-hold”: Holding or reserving a resident’s bed while the resident is absent from the Facility for therapeutic leave or hospitalization.

“Reserve Bed Payment”: Payments made by a State to the Facility to hold a bed during a resident’s temporary absence from a nursing Facility.

“Therapeutic Leave”: Absences for purposes other than required hospitalization.

## Notice before Transfer

1. The Facility has a process in place to ensure residents and/or their representatives are made aware of the Facility’s bed-hold and reserve bed payment policy well in advance of being transferred to the hospital or when taking therapeutic leave of absence from the Facility.
2. The Facility has policies that address holding the resident’s bed during periods of absence, such as during hospitalization or therapeutic leave.
3. The Facility will provide written information to residents and/or resident representatives prior to and upon transfer for such absences.
4. The Facility will give written information concerning the bed-hold policies to the resident and/or resident representative as part of the admissions packet and a signed and dated copy of the bed-hold notice information will be kept in the resident’s electronic file as part of their admission paperwork.
5. The written information given to the resident and/or resident representative includes the following:
  - a. The duration of the state paid bed-hold, if any, during which the resident is permitted to return and resume residence in the Facility.
  - b. The reserve bed payment policy in the state plan, if any
  - c. The Facility policies regarding bed-hold periods, to include permitting residents to return to the next available bed.
  - d. Conditions upon which the resident would return to the Facility:
    - The resident requires the services which the Facility provides.
    - The resident is eligible for Medicare skilled nursing Facility services or Medicaid nursing Facility services.
6. The Facility will provide this written information to all Facility residents, regardless of their payment source.

## Transfer Information

1. Dobie Road (“The Facility”) will evaluate and determine the level of care needed for the resident prior to admission to ensure our ability to meet the resident’s needs.
2. The Facility’s goal for each resident is not to transfer or discharge the resident except in situations when the health and safety of the individual or other residents are at risk, or the Facility can no longer meet the resident’s needs.
3. Examples of when the Facility may initiate transfers or discharges include, but are not limited to, the following circumstances:
  - a. The transfer or discharge is necessary for the resident’s welfare and/or when the resident’s needs cannot be met in the Facility.
  - b. The residents’ health has improved sufficiently so that the resident no longer needs the care and/or services of the Facility.
  - c. The safety of other individuals in the Facility is endangered due to the clinical or behavioral status of the resident.
  - d. The health of other individuals in the Facility would otherwise be endangered.
  - e. The resident has failed, after reasonable and appropriate notice, to pay or have paid under Medicare or Medicaid for his or her stay at the Facility.
  - f. The Facility ceases to operate.

4. Nonpayment applies if the resident does not submit the necessary paperwork for third party payment or after the third party, including Medicare or Medicaid, denies the claim and the resident refuses to pay for his or her stay.
5. When a resident exercises his or her right to appeal a transfer or discharge, the Facility will not transfer or discharge the resident while the appeal is pending, unless the failure to discharge or transfer would endanger the health or safety of the resident or other individuals in the Facility, or the Facility can no longer meet the resident's needs.
6. Emergency Transfers- Initiated by the Facility when the welfare, safety, or medical needs of the resident cannot be met within the Facility based on nursing assessment and physician orders to obtain more acute care, diagnostic testing, and emergency evaluation of their condition.
  - a. The resident and/or resident representative will be notified along with an ambulance service and provider hospital, or Facility of resident's choice, when possible, for transportation and admission arrangements.
7. Bed Hold- The resident/responsible party will be notified twice about the Facility's bed hold policy. Once at admission, and again at the time of transfer/discharge/therapeutic leave. A resident's bed will be tentatively held without charge until the next business day when the Facility will attempt to make contact with the resident or representative to confirm acceptance or declination of the bed hold and any charges associated with it. If verbal contact is unable to be made by the end of that business day, it will be assumed the bed hold is declined. Once a resident or representative confirms acceptance of a bed hold, the charge (if non-medicaid paid) will be applied from the time of transfer.
  - a. When a resident is transferred to the hospital, the Facility will give the option of holding their bed. In the event a resident requires hospitalization and is paying privately or with Medicare for their stay, we hold their bed as long as they desire and agree to pay for the days the bed is held. The bed hold charge per day is equal to the Facility's current room and board rate and will start the day of transfer. An active and available credit card will need to be provided to the Facility business office at the time of contact or by calling 517-381-6131 within 24 hours of discharge. Medicare does not pay to hold a bed. Should you choose not to hold the bed, the nursing department may pack the personal belongings of the resident and the items will be held in storage. A next available bed may be held for up to 10-days if space allows, the resident requires 24-hour nursing services, and we are able to meet their needs upon discharge from the acute setting. Please note the next available bed may be a semi-private room in a different area than from where the resident discharged. If the Facility is unable to hold a next-available bed, the resident can have a referral made back to the Facility from their current setting at the time of discharge (see paragraph e below).
  - b. If Medicaid is paying for your stay and Facility occupancy is 98% or higher, we will hold the resident's bed for up to ten (10) days at no cost as long as your physician says there is a reasonable expectation that you will return within this time. If you do not return within the ten (10) days, Medicaid will no longer pay to hold the bed; however, the resident/responsible party may choose the next available bed hold option listed above (in paragraph a) at the current room and board rate as long as the resident requires nursing services, and we are able to meet their needs. If this option is chosen, bed hold charges will begin on day 11. If the resident/representative chooses not to hold the bed after day 10, a next-available bed will no longer be held and nursing may pack up the residents belongings and place them in storage until picked up by the resident or their representative.
  - c. If Medicaid is paying for your stay and the Facility occupancy is below 98% at the time of discharge, Medicaid will not pay to hold the bed. The resident or representative will have the option to pay privately for a bed hold at a daily amount that is equal to the Facility's current room and board charge or decline to hold the bed. If the private pay bed hold option is chosen, the charge will start the day of transfer. An active and available credit card will need to be provided to the admissions office at time of contact or by calling the Dobie Road business office at 517-381-6131 within 24 hours of discharge. If the private pay bed hold option is declined at the time of notification by the Admissions Department or designee, the resident's belongings may be packed up by the nursing department and placed in storage until picked up by the resident or representative. A next-available bed, however, will be held for 10 days. If the leave exceeds ten (10) days, a next-available bed will no longer be held, and the resident can have a referral made back to the Facility at the time of discharge from the acute setting for availability (see paragraph e below).
  - d. When the resident's absence exceeds the ten-day period specified above, the resident can have a referral made back to the Facility from their current setting at the time of discharge (see paragraph e below).
  - e. If a discharged resident chooses not to utilize the bed-hold option and/or exceeds length of stay as mentioned above, a referral should be sent to the admissions office from their current setting. The Facility will review the referral information and, assuming the Facility can meet the needs of the resident, they still require services, are still eligible for a Medicare skilled nursing Facility or Medicaid nursing Facility services, doesn't demonstrate evidence that their return would endanger the health or safety of the resident or other individuals in the Facility, and there is appropriate bed availability, the Facility will review for potential re-admission.
8. Therapeutic Leave- When you choose to leave the center overnight, you have the right to return to your room under the following conditions
  - a. If you are paying privately for your stay, you may leave overnight as often and for any length of time, as long as you continue to pay for your room.
  - b. If Medicaid is paying for your stay, your bed will be held for up to eighteen (18) leave days in a 365-day period as long as your physician approves the therapeutic leave. We track these days for you and inform you when these are used for the time period.
  - c. If Medicare is paying for your stay, you may leave overnight as long as you pay for the night privately. We caution you that not only does Medicare not pay for overnight stays, but taking these may jeopardize your Medicare benefit in our center.
  - d. If you would like to leave on a planned overnight stay (no matter of your payment source), we ask that you notify nursing and billing 48 hours in advance to adequately prepare care instructions and obtain medications.



e. If a resident has not returned from therapeutic leave as expected, the Facility will attempt to contact the resident/representative and document attempts in the medical record. We will not treat the situation as a resident-initiated discharge and initiate discharge unless it is ascertained from the resident/representative that the resident does not wish to return.

References: Centers for Medicare & Medicaid Services, Department of Health and Human Services. State Operations Manual (SOM): Appendix PP Guidance to Surveyors for Long Term Care Facilities. (October 2022 Revision). F625 – Notice of Bed Hold Policy Before/Upon Transfer. 42 C.F.R. §483.15(d)(1)(2).

### TRANSFER NOTICE FORM

Date		
Resident Name		
Notice	Please take notice that due to the circumstances noted below, the resident will be transferred from our facility IMMEDIATELY or as soon as appropriate arrangements for transfer can be made. It is anticipated that the <u>resident will return to the facility.</u>	
Resident Address	Currently residing at: Ingham County Medical Care Facility ("Dobie Road") 3860 Dobie Road, Okemos, MI 48864	
Representative Information	Name	
	Email	<i>* If notice sent via email</i>
	Address	
Transfer Location		
Reason for Transfer	The welfare and needs of the resident cannot be met in the facility based on nursing assessment and physician orders to obtain more acute care, diagnostic testing, and emergency evaluation of their condition.	
Reason for Urgency	An emergency exists in which the safety of individuals in the home is endangered.	
	An emergency exists in which the health of individuals in the home would otherwise be endangered.	
	An emergency exists in which the resident's urgent medical needs necessitate an immediate transfer.	
Appeal Rights & Process	You may request an impartial hearing to be conducted by the Michigan Department of Licensing & Regulatory Affairs at the nursing facility regarding this notice and the proposed discharge. <b>If a hearing is desired, the hearing must be requested no later than ten days after you receive this notice,</b> by submitting a written request to: Michigan Department of Licensing and Regulatory Affairs Bureau of Community & Health Systems P.O. Box 30664 Lansing, MI 48909 (Or the Street address of 611 W. Ottawa Street, Lansing, MI	

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	48933). Phone: 517-241-1970 FAX: 517-241-2635. <a href="mailto:LARA-BCHS-InvoluntaryTransfer@michigan.gov">LARA-BCHS-InvoluntaryTransfer@michigan.gov</a> .  If you wish to request a hearing, then you should provide written notice to the Michigan Department of Licensing and Regulatory Affairs utilizing the form ( <a href="#">LTD-505</a> ) provided to you by the nursing home, and enclose a copy of this notice with the hearing request. Additionally, a copy of the hearing request should be sent to the administrator of the facility. A hearing will be held at our facility within ten days of receipt of the request by the Department of Health.  If you appeal this transfer or discharge, then we will not discharge the resident unless we prevail at the hearing.
Assistance	<i>If you need assistance in requesting a hearing, let us know and we will assist you. In addition, the following agencies will be able to assist you:</i>  <b>Local Ombudsman:</b> Sara Gusler Phone: (517) 394-3027 E-mail: <a href="mailto:sgusler@lsscm.org">sgusler@lsscm.org</a>  <b>Michigan Long-Term Care Ombudsman.</b> 7109 W. Saginaw, First Floor P.O BOX 30676 Lansing, MI 48909 1-866-485-9393. <a href="mailto:SLTCO@michigan.gov">SLTCO@michigan.gov</a>  State Ombudsman (517) 827-8025  <b>Michigan Protection and Advocacy Services.</b> If the resident has a developmental disability or mental illness, then you may wish to seek the assistance of Disability Rights: 4095 Legacy Parkway, Suite 500 Lansing, MI 48911-4263. 1-800-288-5923 or (517) 487-1755.
Notifications	Listing of transfers will be sent monthly to the Michigan Long-Term Care Ombudsman via email to <a href="mailto:SLTCO@michigan.gov">SLTCO@michigan.gov</a> . Copies of this notice are available to the Ombudsman upon request.
Questions	Phone (517) 394-3027
Issued By	Signature:
	Name/Title:

Resident/MDPOA/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## **NOTICE OF PRIVACY PRACTICES**

“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” [Federal Register Volume 45 § 160-164, Section §164.520(b)(1)(1)]

This Notice explains how the Facility will use your protected health information for treatment, payment, and health care operations and disclose your protected health information as described in this notice. Your protected health information may be used or disclosed by the Facility - and others outside or others involved in your care and treatment for purposes of providing health care services to you. Your protected health information may also be used and disclosed to pay your health care bills and support the operation of this Facility.

The following are examples of the types of uses and disclosures of your protected health care information that the Facility is permitted to make. These examples are not meant to be exhaustive, but only describe the type of uses and disclosures that may be made by the Facility.

### **Treatment**

The Facility will use and disclose protected health information to provide, coordinate and manage your health care and any related services provided by the Facility. This will include the coordination and management of your health care with third parties who may need to have access to protected health information. For example, we will disclose protected health information to physicians who may be treating you at the Facility, so they have access to the information to provide care for you. The Facility will also disclose protected health information, as necessary, to any therapists who work with the Facility and who may provide care for you. We may also disclose protected health information to specialists or laboratories who may become involved in your care.

### **Payment**

The Facility may use and disclose protected health information about you so that the treatment and services you receive from ICMCF may be billed to and payment may be collected from you, an insurance company, or a third party. For example, the Facility may need to give your health plan information about a service you received from ICMCF so your health plan will pay us or reimburse you for the service. We may also tell your health plan about a treatment you are going to receive to obtain prior approval, or to determine whether your plan will cover the

## CONTRACT ADDENDUMS

treatment.

### **Health Care Operations**

The Facility may use or disclose, as needed, your protected health information in order to support the business activities of the Facility. These activities include, but are not limited to, quality assessment activities, training of medical or nursing students, training of nurse aides, licensing, and conducting or arranging for other business activities.

The Facility will share protected health information with third party business associates to perform various activities for the Facility. For example, information concerning your care at the Facility may be disclosed to accountants, consultants, and other parties involved in the auditing and review of our Facility for purposes of reimbursement for your care. The Facility is also required by law to provide access to information to the state and federal government for purposes of Medicare and Medicaid survey and certification.

The Facility may also use or disclose protected health information as necessary to provide you with information about treatment alternatives or other health related benefits and services that might be of interest to you. For example, your name may be used to send you information about the Facility's activities, your photograph may be included in Facility wide newsletters or for other recognition at the Facility's discretion and/or may be posted outside of your room. Birthdays for Long Term Care residents will be posted on the Community Share board.

The Facility's surveillance cameras are located in all public areas to monitor the safety and well-being of our residents. Surveillance recordings are monitored for quality assurance and performance improvement purposes.

The Facility may also use or disclose protected health information as necessary in order to provide you with information about fundraising activities, which are supported by the Facility. If you do not want to receive these materials, please contact our Privacy Officer and request that these materials not be sent to you.

If you take pictures of your loved one, please DO NOT include other residents! Picture taking of other residents is prohibited and leads to violations of National HIPAA Privacy and Security Rules.

Reproductive health care: We may not use or disclose protected health information to conduct any investigation related to the mere act of someone seeking, obtaining, providing, or facilitating reproductive health care, to impose any liability regarding the same, or to identify any person for any such purpose. An authorization is not required if the use or disclosure is made for health oversight activities, law enforcement purposes, or pursuant to a judicial or administrative proceeding unrelated to reproductive healthcare, and a valid attestation is provided to us from the person requesting the use or disclosure for such a purpose.



# CONTRACT ADDENDUMS

## OTHER PERMITTED REQUIRED USES AND DISCLOSURES

The Facility may use and disclose protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, the Facility will use its professional judgment to make those disclosures which it deems to be in your best interest.

### **Facility Resident Directory/Family/Clergy**

The Facility will use and disclose your name in the Facility directory and Facility newsletter. Your general condition may be disclosed to family members and your religious affiliation to members of the clergy.

### **Others Involved in Health-Care**

The Facility may disclose to a member of your family, relative, close friend, or any other person you identify, protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, the Facility may disclose such information as it deems necessary for your best interest, based upon its professional judgment. The Facility may use or disclose protected health information to notify and/or communicate with family members, personal representatives, or other person(s) who are responsible for your care.

### **Emergencies**

The Facility may disclose or use your protected health information in emergency treatment situations. If this happens, the Facility will try to obtain your agreement, as soon as reasonably practical after delivery of treatment or care. If the Facility is required by law to treat you and has attempted to provide you with the notice, but is unable to do so, it will use its professional judgment to disclose that protected health information which it determines is reasonably necessary to provide for your care and treatment.

### **Authorization**

Other uses and disclosures of your protected health information will be made only with your written authorization unless otherwise permitted or required by law as described below. You may revoke this authorization at any time in writing, except to the extent the Facility has taken action in reliance upon your authorization.

### **Communication Barriers**

The Facility may use and disclose protected health information if it believes it has attempted to obtain an Authorization from you but is unable to do so due to substantial communication barriers and the Facility has determined, using professional judgment, that you intend to agree to the use or disclosure under the circumstances.

# CONTRACT ADDENDUMS

## OTHER PERMITTED AND REQUIRED USES THAT MAY BE MADE WITHOUT YOUR AGREEMENT, AUTHORIZATION, OR OPPORTUNITY TO OBJECT

### Disclosures Authorized by Law

The Facility may use or disclose protected health information in the following situations without an authorization. These situations include:

1. Required by law. The Facility may use or disclose protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with and limited to the extent required by law. You will be notified as required by law of any such disclosures.
2. Public health. The Facility may disclose protected health information to public health authorities that are permitted by law to collect and receive such information. The Facility may also disclose protected health information, directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.
3. Communicable disease. The Facility may disclose protected health information as authorized by law to persons who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.
4. Health oversight. The Facility may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies which oversee the health-care system, government benefit programs, and other government regulatory programs.
5. Abuse or neglect. The Facility may disclosure protected health information to the public health authority which is authorized by law to receive reports of actual or suspected abuse or neglect. The Facility may disclose protected health information if there has been abuse and neglect or domestic violence to the government agency or agencies authorized to receive such information. In those cases, its disclosure will be consistent with the requirements applicable in federal and state laws.
6. FDA. The Facility may disclose protected health information to a person or entity, as required by the food or drug administration, to report adverse events, product defects or problems, to enable product recalls, etc., as required by law.
7. Legal proceedings. The Facility may disclose protected health information in the course of any judicial or administrative proceeding, and in response to an order of a court or

## CONTRACT ADDENDUMS

administrative tribunal, in response to a subpoena or discovery requests or other lawful process.

8. Law enforcement. The Facility may disclose protected health information for law enforcement purposes. The law enforcement purposes include legal processes and investigations, otherwise required by law; limited information request for identification and location purposes; requests pertaining to victims of crimes; suspicion that death has occurred as a result of criminal conduct; and good faith belief that crime has occurred on the premises of the Facility; and in emergency situations not on the premises but where a crime is likely to occur.
9. Coroners, medical examiners and funeral directors. The Facility may disclose protected health information to coroners and medical examiners for notification purposes, determining cause of death, or for other duties required by law. The Facility may disclose protected health information to a funeral director as required by law in order to permit the funeral directors to carry out their duties. The Facility may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for organ donation purposes.
10. Research. The Facility may disclose protected health information to researchers when the research has been approved by an institutional review board which has reviewed the research proposal and has established protocols to ensure the privacy of your protected health information.
11. Criminal activity. Consistent with applicable federal and state laws, the Facility may disclose protected health information if it believes that the use or disclosure is necessary to prevent or lessen the seriousness of an imminent threat to health and safety of a person of the public. The Facility may disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.
12. Military activity/national security. The Facility may use and disclose protected health information of individuals who are armed forces personnel which are deemed necessary by appropriate military authorities; for purposes of determination of eligibility for VA benefits; or to foreign military authorities if you are a member of that foreign military service. The Facility will also disclose protected health information to authorized federal officials for conducting national security activities.
13. Workers compensation. Your protected health information may be disclosed for purposes of complying with Michigan Workers' Compensation laws.

# CONTRACT ADDENDUMS

## RIGHTS REGARDING PROTECTED HEALTH INFORMATION ABOUT YOU

You have the following rights regarding protected health information we maintain about you:

### **Right to Inspect and Copy**

You have the right to inspect and copy your protected health information, such as medical and billing records, that we use to make decisions about your care. You must submit a Request for Medical Records Form to Health Information Technician, Ingham County Medical Care Facility, 3860 Dobie Road, Okemos, Michigan, 48864 in order to inspect and/or copy your protected health information. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other associated supplies. We may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your protected health information, you may ask that the denial be reviewed. If such a review is required by law, we will select a licensed health care professional to review your request and our denial. The person conducting the review will not be the person who denied your request, and we will comply with the outcome of the review.

### **Right to Amend**

If you believe protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment as long as the information is kept by this office.

- To request an amendment, complete and submit a Medical Record Amendment Form to Health Information Technician, Ingham County Medical Care Facility, 3860 Dobie Road, Okemos, Michigan, 48864. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:
  - We did not create, unless the person or entity that created the information is no longer available to make the amendment.
  - Is not part of the protected health information that we keep.
  - You would not be permitted to inspect a copy.
  - Is accurate and complete.

### **Right to an Accounting of Disclosures**

You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you for purposes other than treatment, payment, and health care operations. To obtain this list, you may contact the Privacy Officer at Ingham County Medical Care Facility, 3860 Dobie Road, Okemos, Michigan, 48864. We may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

## CONTRACT ADDENDUMS

### **Right to Request Restrictions**

You have the right to request a restriction or limitation on the protected health information we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the protected health information we disclose about you to someone who is involved in your care or the payment for, like a family member or friend. For example, you could ask that we not use or disclose information about a diagnostic test or rehabilitation you received from ICMCF.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you may contact the Privacy Officer at Ingham County Medical Care Facility, 3860 Dobie Road, Okemos, Michigan, 48864.

### **Right to Current Copy of Privacy Notice**

We reserve the right to change this notice, and to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a summary of the current notice in the ICMCF Privacy Officer's office. You are entitled to a copy of the notice currently in effect.

### **Right to File a Complaint**

If you believe your privacy rights have been violated, you may file a complaint with ICMCF or with the US Department of Health and Human Services. To file a complaint with ICMCF, contact the Privacy Officer, Ingham County Medical Care Facility, 3860 Dobie Road, Okemos, Michigan, 48864. To file a complaint with the Department of Health and Human Services, correspondence may be sent to 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201. You will not be penalized for filing a complaint.



# CONTRACT ADDENDUMS

## 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 1974 (5 USC 552a). THIS FORM IS NOT A CONSENT FORM TO RELEASE OR USE HEALTH CARE INFORMATION PERTAINING TO YOU.**

**1. AUTHORITY FOR COLLECTION OF INFORMATION, INCLUDING SOCIAL SECURITY NUMBER AND WHETHER 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 1974 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 noncritical 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.

## CONTRACT ADDENDUMS

**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:

- (1) 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;
- (2) 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;
- (3) 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;
- (4) 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;
- (5) 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;
- (6) To support litigation involving the agency, this information may be disclosed to The Department of Justice, courts or adjudicatory bodies;
- (7) To support a national accrediting organization whose accredited facilities meet certain Medicare requirements for inpatient hospital (including swing beds) services;
- (8) 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
- (9) 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 has the authority to investigate potential fraud, waste and abuse in a health benefits program funded in whole or in part by Federal funds.

## CONTRACT ADDENDUMS

**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.

# RESOURCE INFORMATION



## TV CHANNEL LISTING

	2 ME TV		28 Game Show
	3 CBS WLNS (6)		29 Hallmark Channel
	4 NBC WILX (10)		30 Home & Garden TV
	5 CW Network (54)		31 History
	6 PBS WKAR (23)		32 The Learning Channel
	7 FOX WSYM (47)		33 National Geographic
	8 ABC WLAJ (53)		34 TV Land
	9 A&E		35 Food Network
	10 Travel Channel		36 Nickelodeon
	11 Animal Planet		37 TNT
	12 Bravo		38 Reelz Channel
	13 BBC America		39 TBS
	14 Cartoon Network		40 ION
	15 CNBC		41 Lifetime
	16 MSNBC		42 Lifetime Movie Network
	17 CNN		43 AMC
	18 Headline News		44 Turner Classic Movies
	19 Fox News		45 WE TV
	20 Discovery		46 USA Network
	21 E!		47 Univision
	22 ESPN		48 FX
	23 ESPN2		49 Weather Channel
	24 Big 10		50 Fox Sports 1
	25 Fox Sports Detroit		51 North Ridge News
	26 TBN		52 South Ridge News
	27 EWTN		53 Rehab Center News

Music Channels listed on back

~Please leave channel listing in room~



## MUSIC CHANNEL LISTING

<b>54</b>	Big Band
<b>55</b>	Malt Shop Oldies
<b>56</b>	60s Revolution
<b>57</b>	70s Hits
<b>58</b>	Rat Pack
<b>59</b>	Traditional Country
<b>60</b>	Blue Grass
<b>61</b>	Holidays & Happenings
<b>62</b>	Glory & Gospel
<b>63</b>	Classic R & B
<b>64</b>	Great Standards
<b>65</b>	Piano
<b>66</b>	Light Classical
<b>67</b>	Salsa
<b>68</b>	Mariachi
<b>69</b>	Calming Sights & Sounds



# RESOURCE INFORMATION

## FALL PREVENTION AT HOME

Falls happen at home for many reasons. Things that are known to contribute to your fall risk include:

- Poor vision or hearing
- History of falls
- Use of aids, such as a cane or walker
- Poor nutrition
- Certain medications, especially for blood pressure, pain or sleep
- Being over 65 years of age
- Slippery floors, loose rugs or cords on floor

**Our goal is to help you prevent falls at home! Here are some things that you can do that will help lower your risk for falls at home:**

### LIGHTING:

- Replace dim, burned-out or glaring lights with bright, soft-white lightbulbs
- Use a night light
- Ensure lights are easy to turn on and off
- Place a lamp near your bed
- Keep a flashlight handy



### CLEAR HALLWAYS AND STAIRS

- Remove clutter, especially from hallways and stairwells
- Use handrails while taking the stairs
- Place non-skid treads or bright reflective tape to mark the edge of the stairs



### FLOOR

- Remove scatter or throw rugs
- Place non-skid treads or double-sided tape under area rugs
- Keep floor free from clutter
- Wipe up spills immediately
- Make sure floors are not slippery

### BATHROOM

- Use a raised toilet seat and/or safety frame for ease in getting up and down from the toilet, if recommended by your therapist
- Set water temperature at 120 degrees or less to prevent burns
- Consider a hand-held shower head, shower chair and handrails in the tub
- Place non-skid adhesive strips in the tub
- Use a liquid soap or soap-on-a-rope to prevent dropping soap



### OTHER

- Store often-used items at waist level
- Select furniture with armrests for support in getting up and down
- Keep phone within easy reach
- Wear sturdy shoes, both inside and outside the house. Avoid slippers.
- Consult your provider for dizziness and weakness from poor nutrition or medication change
- Consider an alarm device that will bring help in case you fall and can't get up.

## RESOURCE INFORMATION

### COMMUNITY RESOURCES

#### **Dobie Road Outpatient Therapy Clinic**

3860 Dobie Road  
Okemos, MI 48864  
517.381.6169

#### **Senior Community Care of Michigan PACE**

1921 E Miller Rd  
Lansing, MI 48911  
517.319.0700

#### **Tri-County Office on Aging**

5303 S. Cedar St.  
Lansing, MI 48911  
517.887.1440

#### **Origami Rehabilitation**

3181 Sandhill Rd.  
Mason, MI 48854  
517.336.6060

#### **Senior Helpers**

3681 Okemos Rd.; Suite 200  
Okemos, MI 48864  
517.684.0876

#### **By Dawn's Early Light Home Care & Transportation**

5075 E Willoughby Rd.  
Holt, MI 48842  
517.803.8970

#### **Hospice of Lansing & Stoneleigh Residence**

3411 Stoneleigh Dr.  
Lansing, MI 48910  
517.882.1663

#### **Sparrow Hospice House**

1210 W Saginaw St.  
Lansing, MI 48915  
517.364.7200

#### **Sparrow Medical Supply**

915 E Michigan Ave.  
Lansing, MI 48912  
517.364.2115

#### **Patriot Ambulance Service**

1673 Haslett Rd.  
Haslett, MI 48840  
810.742.5449

#### **State of Michigan Veterans Resources**

1.800.MICH.VET  
1.800.642.4838

#### **Michigan Medicare/Medicaid Assistance**

mmapinc.org  
800.803.7174

#### **McLaren Homecare & Hospice**

2815 S Pennsylvania Ave; Suite 4  
Lansing, MI 48910  
800.722.9449

**COVID-19 VACCINE INFORMED CONSENT/ DECLINATION**

Dear Resident/Patient/Responsible Party:

COVID-19 is a highly infectious disease that is spread through respiratory droplets and close contact. People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms may have COVID-19:

- |   |                              |
|---|------------------------------|
| • Fever or chills                             | • New loss of taste or smell |
| • Cough                                       | • Sore throat                |
| • Shortness of breath or difficulty breathing | • Congestion or runny nose   |
| • Fatigue                                     | • Nausea or vomiting         |
| • Muscle or body aches                        | • Diarrhea                   |
| • Headache                                    |                              |

Older adults are at a higher risk of complications related to COVID-19 infections. Increased risk of severe illness is also known in all adults with underlying medical conditions such as Type 2 Diabetes, Cancer, Chronic Kidney Disease, COPD (Chronic Obstructive Pulmonary Disease), heart conditions such as heart failure or Coronary Artery Disease, immunocompromised, Obesity, Sickle Cell Disease, smoking, or pregnancy. Studies show that COVID-19 vaccines are effective at keeping you from getting COVID-19. Getting a COVID-19 vaccine will also help keep you from getting seriously ill even if you do get COVID-19.

The authorization indicating whether or not you want to receive this service is on the bottom of this letter. Please check the appropriate line, sign, date and return it as soon as possible to the Infection Control team. Also, if you have received the vaccine and you know the date received, please indicate the date received.

Sincerely,

Cherrish Quinn, RN  
 Infection Preventionist

I have read, or had explained to me, the Emergency Use Authorization about COVID-19. I have had a chance to ask questions, which were answered to my satisfaction, and I understand the benefits and risks of the vaccination as described.

<b>COVID-19 Vaccine</b>
<input type="checkbox"/> I request that the <b>COVID-19 Vaccine</b> be given to me (or the person named for whom I am authorized to make this request).
<input type="checkbox"/> I (or the person named for whom I am authorized to make this request) do not want COVID-19 Vaccine. I have been educated on the risks associated with not having the COVID-19 vaccination.
Explanation: <input type="checkbox"/> I do not fit into any of the groups listed for recommendations.
<input type="checkbox"/> History of severe allergic reaction to any component of COVID-19 Vaccine
<input type="checkbox"/> I refuse COVID-19 Vaccine _____
<input type="checkbox"/> I have had it in the past. Date of prior vaccination _____

\_\_\_\_\_  
 Resident/patient's Name

\_\_\_\_\_  
 Resident/Patient/Responsible Party's Signature

\_\_\_\_\_  
 Date

COVID19 is a highly infectious disease caused by the SARS-CoV-2 coronavirus that is spread through respiratory droplets and close contact with infections persons. People with COVID19 have had a wide range of symptoms reported ranging from mild to severe. Symptoms may appear 2-14 days after exposure to the virus. COVID19 symptoms may include: fever or chills; cough; shortness of breath; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea. Benefits of getting the COVID19 vaccination include: help keep you from getting COVID19 (all COVID19 vaccines currently available in the US have been shown to be safe and effective at preventing COVID19); getting a vaccine may help keep you from getting seriously ill even if you get COVID19; getting vaccinated yourself may protect people around you, particularly people at increased risk for severe illness from COVID19; none of the vaccines contain the live virus that causes COVID19, so it will not make you sick with COVID19. Possible side effects from the vaccine that have been reported include: pain, redness, and swelling at the injection site. General side effects include: tiredness, headache, muscle pain, chills, fever, nausea.

There is a remote chance that the COVID19 vaccine could cause a severe allergic reaction. A severe allergic reaction would usually occur within a few minutes to one hour after getting a dose of the COVID19 vaccine. If you experience a severe allergic reaction, seek immediate medial assistance or call 911. Signs of a severe allergic reaction can include: difficulty breathing, swelling of your face and throat, a fast heartbeat, a bad rash all over your body, dizziness, and weakness.

## COVID-19 Vaccination information

### Benefits of getting the COVID-19 Vaccination:

- COVID-19 vaccination may help keep you from getting COVID-19.
- All COVID-19 vaccines currently available in the United States have been shown to be safe and effective at preventing COVID-19.
- Getting a COVID-19 vaccine may also help keep you from getting seriously ill even if you do get COVID-19.
- Getting vaccinated yourself may also protect people around you, particularly people at increased risk for severe illness from COVID-19.
- Experts continue to conduct studies to learn more about how COVID-19 vaccination may reduce spread of the virus that causes COVID-19.
- None of the COVID-19 vaccines contain the live virus that causes COVID-19 so a COVID-19 vaccine cannot make you sick with COVID-19.

### Possible side effects that have been reported with the COVID-19 Vaccine include:

Injection site reactions	General side effects
<ul style="list-style-type: none"> <li>• Pain</li> <li>• Redness</li> <li>• Swelling</li> </ul>	<ul style="list-style-type: none"> <li>• Tiredness</li> <li>• Headache</li> <li>• Muscle pain</li> <li>• Chills</li> <li>• Fever</li> <li>• Nausea</li> </ul>

- There is a remote chance that the COVID-19 Vaccine could cause a severe allergic reaction. A severe allergic reaction would usually occur within a few minutes to one hour after getting a dose of the COVID-19 Vaccine. If you experience a severe allergic reaction, seek immediate medical assistance, or call 911.
- Signs of a severe allergic reaction can include:
  - Difficulty breathing, swelling of your face and throat, a fast heartbeat, a bad rash all over your body, dizziness, and weakness.
- For the **Janssen** COVID-19 vaccination: Blood clots involving blood vessels in the brain, abdomen, and legs along with low levels of platelets (blood cells that help your body stop bleeding), have occurred in some people who have received the Janssen COVID-19 Vaccine. In people who developed these blood clots and low levels of platelets, symptoms began approximately one to two-weeks following vaccination. Most people who developed these blood clots and low levels of platelets were females ages 18 through 49 years. The chance of having this occur is remote.
  - You should seek medical attention right away if you have any of the following symptoms after receiving **Janssen** COVID-19 Vaccine: Shortness of breath, chest pain, leg swelling, persistent abdominal pain, severe or persistent headaches or blurred vision, easy bruising or tiny blood spots under the skin beyond the site of the injection.
- For mRNA (**Pfizer and Moderna**) COVID-19 vaccinations: Myocarditis is inflammation of the heart muscle and pericarditis is inflammation of the outer lining of the heart. Typically occur within several days after COVID-19 vaccination and occurred more often after getting the second dose than after the first dose. Confirmed cases occurred mostly in male adolescents and young adults aged 16 years or older.
  - You should seek medical attention if you have any of the following within a week after COVID-19 mRNA (**Pfizer and Moderna**) vaccination: Chest pain, shortness of breath, or feelings of having a fast-beating, fluttering, or pounding heart.

## Vaccine Information Statement

### **Influenza (Flu) Vaccine (Inactivated or Recombinant): What You Need to Know**

Many vaccine information statements are available in Spanish and other languages. See [www.immunize.org/vis](http://www.immunize.org/vis).  
Hojas de información sobre vacunas están disponibles en español y en muchos otros idiomas. Visite [www.immunize.org/vis](http://www.immunize.org/vis).

#### **1. Why get vaccinated?**

**Influenza vaccine can prevent influenza (flu).**

**Flu** is a contagious disease that spreads around the United States every year, usually between October and May. Anyone can get the flu, but it is more dangerous for some people. Infants and young children, people 65 years and older, pregnant people, and people with certain health conditions or a weakened immune system are at greatest risk of flu complications.

Pneumonia, bronchitis, sinus infections, and ear infections are examples of flu-related complications. If you have a medical condition, such as heart disease, cancer, or diabetes, flu can make it worse.

Flu can cause fever and chills, sore throat, muscle aches, fatigue, cough, headache, and runny or stuffy nose. Some people may have vomiting and diarrhea, though this is more common in children than adults.

In an average year, **thousands of people in the United States die from flu**, and many more are hospitalized. Flu vaccine prevents millions of illnesses and flu-related visits to the doctor each year.

#### **2. Influenza vaccines**

CDC recommends everyone 6 months and older get vaccinated every flu season. **Children 6 months through 8 years of age** may need 2 doses during a single flu season. **Everyone else** needs only 1 dose each flu season.

It takes about 2 weeks for protection to develop after vaccination.

There are many flu viruses, and they are always changing. Each year a new flu vaccine is made to protect against the influenza viruses believed to be likely to cause disease in the upcoming flu season. Even when the vaccine doesn't exactly match these viruses, it may still provide some protection.

Influenza vaccine **does not cause flu**.

Influenza vaccine may be given at the same time as other vaccines.



### 3. Talk with your health care provider

Tell your vaccination provider if the person getting the vaccine:

- Has had an **allergic reaction after a previous dose of influenza vaccine**, or has any **severe, life-threatening allergies**
- Has ever had **Guillain-Barré Syndrome** (also called “GBS”)

In some cases, your health care provider may decide to postpone influenza vaccination until a future visit.

Influenza vaccine can be administered at any time during pregnancy. People who are or will be pregnant during influenza season should receive inactivated influenza vaccine.

People with minor illnesses, such as a cold, may be vaccinated. People who are moderately or severely ill should usually wait until they recover before getting influenza vaccine.

Your health care provider can give you more information.

### 4. Risks of a vaccine reaction

- Soreness, redness, and swelling where the shot is given, fever, muscle aches, and headache can happen after influenza vaccination.
- There may be a very small increased risk of Guillain-Barré Syndrome (GBS) after inactivated influenza vaccine (the flu shot).

Young children who get the flu shot along with pneumococcal vaccine (PCV13) and/or DTaP vaccine at the same time might be slightly more likely to have a seizure caused by fever. Tell your health care provider if a child who is getting flu vaccine has ever had a seizure.

People sometimes faint after medical procedures, including vaccination. Tell your provider if you feel dizzy or have vision changes or ringing in the ears.

As with any medicine, there is a very remote chance of a vaccine causing a severe allergic reaction, other serious injury, or death.

### 5. What if there is a serious problem?

An allergic reaction could occur after the vaccinated person leaves the clinic. If you see signs of a severe allergic reaction (hives, swelling of the face and throat, difficulty breathing, a fast heartbeat, dizziness, or weakness), call **9-1-1** and get the person to the nearest hospital.

For other signs that concern you, call your health care provider.

Adverse reactions should be reported to the Vaccine Adverse Event Reporting System (VAERS). Your health care provider will usually file this report, or you can do it yourself. Visit the VAERS

website at [www.vaers.hhs.gov](http://www.vaers.hhs.gov) or call **1-800-822-7967**. *VAERS is only for reporting reactions, and VAERS staff members do not give medical advice.*

## 6. The National Vaccine Injury Compensation Program

The National Vaccine Injury Compensation Program (VICP) is a federal program that was created to compensate people who may have been injured by certain vaccines. Claims regarding alleged injury or death due to vaccination have a time limit for filing, which may be as short as two years. Visit the VICP website at [www.hrsa.gov/vaccinecompensation](http://www.hrsa.gov/vaccinecompensation) or call **1-800-338-2382** to learn about the program and about filing a claim.

## 7. How can I learn more?

- Ask your health care provider.
- Call your local or state health department.
- Visit the website of the Food and Drug Administration (FDA) for vaccine package inserts and additional information at [www.fda.gov/vaccines-blood-biologics/vaccines](http://www.fda.gov/vaccines-blood-biologics/vaccines).
- Contact the Centers for Disease Control and Prevention (CDC):
  - Call **1-800-232-4636 (1-800-CDC-INFO)** or
  - Visit CDC's influenza website at [www.cdc.gov/flu](http://www.cdc.gov/flu).

Vaccine Information Statement  
Inactivated Influenza Vaccine  
8/6/2021  
42 U.S.C. § 300aa-26

Department of Health and Human Services  
Centers for Disease Control and Prevention

Office Use Only



To allow medical care provider(s) accurate immunization status information, an immunization assessment, and a recommended schedule for future immunizations, information will be sent to the Michigan Care Improvement Registry. Individuals have the right to request that their medical care provider not forward immunization information to the Registry.

## Vaccine Information Statement

### **Pneumococcal Polysaccharide Vaccine (PPSV23): What You Need to Know**

Many Vaccine Information Statements are available in Spanish and other languages. See [www.immunize.org/vis](http://www.immunize.org/vis)  
Hojas de información sobre vacunas están disponibles en español y en muchos otros idiomas. Visite [www.immunize.org/vis](http://www.immunize.org/vis)

#### **1. Why get vaccinated?**

**Pneumococcal polysaccharide vaccine (PPSV23) can prevent pneumococcal disease.**

**Pneumococcal disease** refers to any illness caused by pneumococcal bacteria. These bacteria can cause many types of illnesses, including pneumonia, which is an infection of the lungs. Pneumococcal bacteria are one of the most common causes of pneumonia.

Besides pneumonia, pneumococcal bacteria can also cause:

- Ear infections
- Sinus infections
- Meningitis (infection of the tissue covering the brain and spinal cord)
- Bacteremia (bloodstream infection)

Anyone can get pneumococcal disease, but children under 2 years of age, people with certain medical conditions, adults 65 years or older, and cigarette smokers are at the highest risk.

Most pneumococcal infections are mild. However, some can result in long-term problems, such as brain damage or hearing loss. Meningitis, bacteremia, and pneumonia caused by pneumococcal disease can be fatal.

#### **2. PPSV23**

PPSV23 protects against 23 types of bacteria that cause pneumococcal disease.

PPSV23 is recommended for:

- **All adults 65 years or older,**
- **Anyone 2 years or older with certain medical conditions that can lead to an increased risk for pneumococcal disease.**

Most people need only one dose of PPSV23. A second dose of PPSV23, and another type of pneumococcal vaccine called PCV13, are recommended for certain high-risk groups. Your health care provider can give you more information.

People 65 years or older should get a dose of PPSV23 even if they have already gotten one or more doses of the vaccine before they turned 65.

#### **3. Talk with your health care provider**

Tell your vaccine provider if the person getting the vaccine:

- Has had an **allergic reaction after a previous dose of PPSV23**, or has any **severe, life-threatening allergies**.

In some cases, your health care provider may decide to postpone PPSV23 vaccination to a future visit.

People with minor illnesses, such as a cold, may be vaccinated. People who are moderately or severely ill should usually wait until they recover before getting PPSV23.

Your health care provider can give you more information.

#### **4. Risks of a vaccine reaction**

- Redness or pain where the shot is given, feeling tired, fever, or muscle aches can happen after PPSV23.

People sometimes faint after medical procedures, including vaccination. Tell your provider if you feel dizzy or have vision changes or ringing in the ears.

As with any medicine, there is a very remote chance of a vaccine causing a severe allergic reaction, other serious injury, or death.

#### **5. What if there is a serious problem?**

An allergic reaction could occur after the vaccinated person leaves the clinic. If you see signs of a severe allergic reaction (hives, swelling of the face and throat, difficulty breathing, a fast heartbeat, dizziness, or weakness), call **9-1-1** and get the person to the nearest hospital.

For other signs that concern you, call your health care provider.

Adverse reactions should be reported to the Vaccine Adverse Event Reporting System (VAERS). Your health care provider will usually file this report, or you can do it yourself. Visit the VAERS website at [www.vaers.hhs.gov](http://www.vaers.hhs.gov) or call **1-800-822-7967**. *VAERS is only for reporting reactions, and VAERS staff do not give medical advice.*

#### **6. How can I learn more?**

- Ask your health care provider.
- Call your local or state health department.
- Contact the Centers for Disease Control and Prevention (CDC):
  - Call **1-800-232-4636 (1-800-CDC-INFO)** or
  - Visit CDC's website at [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines)

Vaccine Information Statement  
PPSV23  
10/30/2019

To allow medical care provider(s) accurate immunization status information, an immunization assessment, and a recommended schedule for future immunizations, information will be sent to the Michigan Care Improvement Registry. Individuals have the right to request that their medical care provider not forward immunization information to the Registry.

## Which Ways of Reducing Risks are Best?

A process that requires ongoing patient evaluation and monitoring will result in optimizing bed safety. Many patients go through a period of adjustment to become comfortable with new options. Patients and their families should talk to their health care planning team to find out which options are best for them.

## Patient or Family Concerns About Bed Rail Use

If patients or family ask about using bed rails, health care providers should:

- Encourage patients or family to talk to their health care planning team to determine whether or not bed rails are indicated.
- Reassure patients and their families that in many cases the patient can sleep safely without bed rails.
- Reassess the need for using bed rails on a frequent, regular basis.

To report an adverse event or medical device problem, please call FDA's **MedWatch Reporting Program** at **1-800-FDA-1088**.

For additional copies of this brochure, see the FDA's website at

<http://www.fda.gov/MedicalDevices/ProductsandMedicalProcedures/GeneralHospitalDevicesandSupplies/HospitalBeds/default.htm>

For more information about this brochure, contact Beryl Goldman at 610-388-5580 or by e-mail at [bgoldman@kcorp.kendal.org](mailto:bgoldman@kcorp.kendal.org). She has volunteered to answer questions.

For information regarding a specific hospital bed, contact the bed manufacturer directly.

## Developed by the Hospital Bed Safety Workgroup

Participating Organizations:

- AARP
- ABA Tort and Insurance Practice Section
- American Association of Homes and Services for the Aging
- American Health Care Association
- American Medical Directors Association
- American Nurses Association
- American Society for Healthcare Engineering of the American Hospital Association
- American Society for Healthcare Risk Management
- Basic American Metal Products
- Beverly Enterprises, Inc.
- Care Providers of Minnesota
- Carroll Healthcare
- DePaul College of Law
- ECRI
- Evangelical Lutheran Good Samaritan Society
- Hill-Rom Co., Inc.
- Joint Commission on Accreditation of Healthcare Organizations
- Medical Devices Bureau, Health Canada
- National Association for Home Care
- National Citizens' Coalition for Nursing Home Reform
- National Patient Safety Foundation
- RN+ Systems
- Stryker Medical
- Sunrise Medical, Inc.
- The Jewish Home and Hospital
- Untie the Elderly, The Kendal Corporation
- U.S. Food and Drug Administration

# A Guide to Bed Safety



## Bed Rails In Hospitals, Nursing Homes and Home Health Care: The Facts



## Bed Rail Entrapment Statistics

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Today there are about 2.5 million hospital and nursing home beds in use in the United States. Between 1985 and January 1, 2009, 803 incidents of patients\* caught, trapped, entangled, or strangled in beds with rails were reported to the U.S. Food and Drug Administration. Of these reports, 480 people died, 138 had a nonfatal injury, and 185 were not injured because staff intervened. Most patients were frail, elderly or confused.



## Patient Safety

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Patients who have problems with memory, sleeping, incontinence, pain, uncontrolled body movement, or who get out of bed and walk unsafely without assistance, must be carefully assessed for the best ways to keep them from harm, such as falling. Assessment by the patient's health care team will help to determine how best to keep the patient safe.

Historically, physical restraints (such as vests, ankle or wrist restraints) were used to try to keep patients safe in health care facilities. In recent years, the health care community has recognized that physically restraining patients can be dangerous. Although not indicated for this use, bed rails are sometimes used as restraints. Regulatory agencies, health care organizations, product manufacturers and advocacy groups encourage hospitals, nursing

homes and home care providers to assess

*\* In this brochure, the term patient refers to a resident of a nursing home, any individual receiving services in a home care setting, or patients in hospitals.*

patients' needs and to provide safe care without restraints.



## The Benefits and Risks of Bed Rails

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Potential benefits of bed rails include:

- Aiding in turning and repositioning within the bed.
- Providing a hand-hold for getting into or out of bed.
- Providing a feeling of comfort and security.
- Reducing the risk of patients falling out of bed when being transported.
- Providing easy access to bed controls and personal care items.

Potential risks of bed rails may include:

- Strangling, suffocating, bodily injury or death when patients or part of their body are caught between rails or between the bed rails and mattress.
- More serious injuries from falls when patients climb over rails.
- Skin bruising, cuts, and scrapes.
- Inducing agitated behavior when bed rails are used as a restraint.
- Feeling isolated or unnecessarily restricted.
- Preventing patients, who are able to get out of bed, from performing routine activities such as going to the bathroom or retrieving something from a closet.



## Meeting Patients' Needs for Safety

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Most patients can be in bed safely without bed rails. Consider the following:

- Use beds that can be raised and lowered close to the floor to accommodate both patient and health care worker needs.
- Keep the bed in the lowest position with wheels locked.
- When the patient is at risk of falling out of bed, place mats next to the bed, as long as this does not create a greater risk of accident.
- Use transfer or mobility aids.
- Monitor patients frequently.
- Anticipate the reasons patients get out of bed such as hunger, thirst, going to the bathroom, restlessness and pain; meet these needs by offering food and fluids, scheduling ample toileting, and providing calming interventions and pain relief.

When bed rails are used, perform an on-going assessment of the patient's physical and mental status; closely monitor high-risk patients. Consider the following:

- Lower one or more sections of the bed rail, such as the foot rail.
- Use a proper size mattress or mattress with raised foam edges to prevent patients from being trapped between the mattress and rail.
- Reduce the gaps between the mattress and side rails.



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