

ADMISSION AGREEMENT

Rim Country Health & Retirement Community (Hereinafter “Facility”)

AND _____ (Hereinafter “Resident/Family Member”)

hereby agree to the following financial terms and arrangements for the medical, nursing and personal care of: _____

(Name of Resident)

All residents shall be admitted to the Facility without regard to race, color, creed, national origin, age, sex, religion, handicap, ancestry, marital status, veteran status and/or payment source, with equal access to care.

FACILITY AGREES TO:

1. Furnish room, board, linens, bedding and certain equipment, nursing care and such personal services as may be required for the health, safety, grooming and well-being of the resident.
2. Assist in obtaining the services of a licensed physician of the resident’s choice whenever necessary, or the service of another licensed physician, if a personal physician has not been designated or is not available.
3. The facility will assist the resident in designating a pharmacist to obtain any medications the physician may order. Payment of any charges for the services, medications, durable medical equipment or other products provided by the Pharmacist (except as included in the State Plan, if resident is qualified for Medicaid benefits) not covered by third party payers, or governmental payers, shall be the responsibility of the resident, except as otherwise provided by law.
4. Arrange for transfer of the resident to the hospital of the resident’s choice, when this is ordered by the attending physician, or in case of an emergency, and immediately attempt to notify the designated party of such transfer.
5. Make refunds for over payment in accordance with established policy of the Facility.

RESIDENT OR DESIGNATED PARTY AGREES TO:

1. Provide such personal clothing and effects as needed or desired by the resident.
2. Provide such spending money as needed by the resident for personal items.
3. Be responsible for hospital charges, if hospitalization of the resident becomes necessary and transportation to and from the hospital.
4. **Be responsible for physician fees, dentist fees, medications, ambulance service and other treatments ordered by the physician which are not covered by Medicaid, Medicare, Veteran Administration, or other agency.**
5. Pay each month the charge agreed upon with the Facility for resident’s care, or set forth herein on Attachment A.
6. Have all resident personal items logged on “Inventory Sheet” and update the record periodically and as the resident brings in new items to the facility. “Inventory Sheet” should be completed with facility staff each time it is updated. If the resident personal property is lost or damaged and through an investigation it is determined that the facility is at fault **and** the item is listed on the “Inventory Sheet” the facility may be liable. If the

resident or resident representative fails to update the resident "Inventory Sheet" and/or it is determined that the resident is at fault for lost or damage to their property the facility will not be held responsible. The facility recommends the resident or resident representative does not bring items of significant value into the facility and/or places such items in facility safe (or deposit money into resident trust fund) to include but not limited to money, debit/credit cards, and jewelry.

7. Abide by the Facility's policies and procedures, rules and regulations relating to the safety and welfare of the Facility's clients, staff, visitors, or any other individual.

TRANSFER OR DISCHARGE

- A. The Facility shall not transfer or discharge a resident unless one of the following conditions are present:

- 1) The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the Facility;
- 2) The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the Facility;
- 3) The safety of individuals in the Facility is endangered due to the clinical or behavioral status of the resident;
- 4) The health of individuals in the Facility would otherwise be endangered;
- 5) Nonpayment by the resident or appropriate third party has occurred after reasonable and appropriate notice;
- 6) The facility ceases to operate;
- 7) The Resident requests a transfer or discharge

- B. Before this Facility transfers or discharges a resident, the Facility shall provide the following notice:

- 1) The Facility shall notify the resident and, if known, a family member or legal representative of the resident of the transfer or discharge and the reasons thereof; in writing and in a manner, they can understand;
- 2) The Facility shall record the reason for said transfer or discharge in the resident's clinical record.

- C. The timing of such notice shall be thirty (30) days prior to the time the resident is transferred or discharged unless one of the following conditions are present:

- 1) The safety of individuals in the Facility is endangered;
- 2) The health of individuals in the Facility is endangered
- 3) The resident's health improves sufficiently to allow a more immediate transfer or discharge;
- 4) An immediate transfer or discharge is required by the resident's urgent medical needs;
- 5) A resident has not resided in the Facility for thirty (30) days.

In the event one of the above conditions are present, notice shall be as soon a practicable before transfer or discharge.

- D. The facility shall dispose of personal items not claimed within 30 days of discharge unless other arrangements are made with the facility at time of discharge.

DURATION, TERM AND SCOPE OF AGREEMENT

- 1. The resident and designated party must complete this agreement or make satisfactory arrangements for its completion prior to admission to the Facility.
- 2. If the resident and/or designated party is unable to meet the terms of this agreement, the Facility reserves the right to require the removal of the resident per the terms set forth in the TRANSFER or DISCHARGE section of this Agreement.
- 3. The term of this agreement is for one year with automatic renewal.

RESIDENT CARE AGREEMENT

- 1. **CONSENT FOR TREATMENT:** The undersigned, knowing that the resident is in a condition requiring health care, diagnosis and medical treatment, does hereby voluntarily agree to such diagnostic and health care services, to such medical treatment, nursing care, intravenous feedings, injections, physical therapy, occupational therapy, speech therapy, etc. which may be administered to or performed on the resident while residing at the Facility under the general supervision of a physician in accordance with the resident’s right to make treatment decisions and accept or refuse medical treatment according to the laws of the state.
- 2. **PHYSICIAN SERVICES:** The undersigned understands that the resident’s care in the Facility must be under the control and direction of the resident’s physician. The undersigned further understands that the Facility provides any general nursing care and does not have the services of a physician available through its staff. The resident shall be responsible for payment of all physician charges.
- 3. **PHYSICIAN ASSIGNMENT:** The resident has a right to select his/her own attending physician. The physician responsible for the provision of care for the undersigned resident and the means to contact same are set out as follows:

Name	Specialty	Telephone	Address
_____	_____	_____	_____

- 4. **AUTHORIZATION FOR EMERGENCY TREATMENT:** If, in the opinion of the nurse in charge at the time, emergency medical treatment is necessary for the health, safety, or general welfare of the resident, and the resident is unable to give written or verbal consent to treatment because of his condition, the Facility is hereby authorized to provide such emergency treatment and care as may be required in the best judgment of the nurse in charge. Further, the resident hereby consents to the Facility obtaining the services of a physician other than the resident’s physician in the event said physician is unavailable for an emergency matter involving the resident.
- 5. **RELEASE OF INFORMATION:** The undersigned authorizes the Facility to disclose all or any part of the resident’s personal and/or clinical records in the event the resident is transferred to another health care institution or should such record release be required by law or third pay payment contract. The undersigned further acknowledges, by

signature attached, that they have received a copy of the Facility's Notice of Privacy Practices and that they have had an opportunity to review the Notice and to opt out of any such practices in which they do not agree.

6. CARE PROVISION: The Facility reserves the right to determine room assignments, menu planning and the establishment of service times. Any such provisions will be established with the needs and desires of each resident taken into consideration.
7. PHYSICIAN CONSENT TO RESIDENT ABSENCE: It is expressly understood and agreed that the Facility must have authorization from the resident's physician prior to the resident being released from the Facility for activities, for temporary leaves and for discharge.
8. VOLUNTARY ABSENCE FROM NURSING HOME: Resident hereby releases the Facility from any liability for the resident's care during times that the resident may leave the Facility alone or in the company of a friend or a family member for temporary leaves.
9. RELEASE OF RESPONSIBILITY FOR LEAVING WITHOUT APPROVAL: I, the undersigned, do hereby certify that the resident is being admitted to the admitted Facility on his or own volition and the Facility, its personnel and the attending physician is absolved and released of any responsibility if the resident should leave the premises of the Facility for any reason whatsoever without the consent of the attending physician and notice to the Facility management.
10. PHARMACEUTICAL SERVICE POLICY: I have had the Pharmaceutical Policy used at the Facility explained to me. I hereby consent to the use of said system in connection with medications prescribed for me by my physician. Unless revoked by me in writing I also hereby consent to the use of the pharmacy selected by the Facility as the pharmacy for filling my prescription orders. If I do not select Facility pharmacy, I hereby select:

11. ASSESSMENTS: The resident acknowledges that upon admission and periodically thereafter a comprehensive reproducible assessment of the resident's functional capacity shall be performed and then there shall be developed a comprehensive care plan for the resident. I further understand that I have both the right and the opportunity to participate in the development of my comprehensive plan of care.
12. ACKNOWLEDGMENT OF ELECTRONIC TRANSMISSION OF ASSESSMENT: Resident acknowledges being informed that it is a requirement for Medicare/Medicaid participating facilities to electronically transmit required assessments to the state. The assessment is referred to as the Minimum Data Set (MDS). Electronically transmitted MDS information will be used to track changes in residents over time for purposes of evaluating and improving the quality of care and for Medicare billing purposes. The state is then required to transmit the assessment to the Centers for Medicaid and Medicare Services, which is responsible for Medicare and Medicaid nursing home requirements. If a nursing home does not submit the required data, reimbursement under the Medicare and Medicaid programs will be denied. Confidentiality of the submitted assessment information is protected under the Federal Privacy Act of 1974 and the MDS Long Term Care System of Records.

13. CONSENT TO PHOTOGRAPH: The resident agrees to allow the Facility to photograph, or for the Facility to permit other persons to photograph or videotape the resident while under the care of the above Facility, and agrees that they may use the negative, prints or tapes prepared there from for such purposes as activity programs, identification, medical purposes, and/or Facility public relations, unless I notify the Facility that I do not want to participate.
14. AUTHORIZATION FOR RELEASE OF BODY: I, the undersigned, do hereby certify that in the event the resident expires, the admitting facility is hereby authorized to release the body to the mortuary specified on the admission face sheet.
15. AGE RELATED RISKS: The undersigned understands that advanced age is traditionally considered a risk factor for injury. Sensory changes, cognitive changes, and weakness may be subtle or may be severe with advancing age. Falls, cardiovascular disease, osteoporosis, dementia, skin breakdown, and difficulty with activities of daily living are common chronic conditions in the elderly. The undersigned understands that normal aging inevitably brings physical, cognitive, and affective changes that may contribute to age related injuries, including sensory, musculoskeletal, neurological, and metabolic changes. The undersigned further understands that while the Facility provides general nursing care, the Facility is unable to prevent all age related injuries.

RESIDENT RIGHTS

RESIDENTS HAVE A RIGHT TO A DIGNIFIED EXISTENCE, SELF-DETERMINATION AND COMMUNICATION WITH AND ACCESS TO PERSONS AND SERVICES INSIDE AND OUTSIDE THE FACILITY. THIS FACILITY SHALL PROTECT AND PROMOTE THE RIGHTS OF EACH RESIDENT WHICH SHALL INCLUDE THE FOLLOWING RIGHTS:

1. A 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. A resident has the right to be free of interference, coercion, discrimination or reprisal from the facility in exercising his or her rights.
3. In the case of a resident who has **not** been adjudged incompetent by the state court, the resident has the right to designate a representative; in accordance with State law, so designated may exercise the resident's rights to the extent provided by state law.
4. In the event a resident is adjudged incompetent under the laws of a State by a court of competent jurisdiction, the rights of the resident devolve to and are exercised by the resident representative appointed under State law to act on the resident's behalf.
5. The facility shall inform the resident both orally and in writing in a language the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility.
6. A resident has the right to inspect all records pertaining to him or herself within 24 hours (excluding weekends and holidays) of oral or written request. All photocopies of such

records will be provided within two (2) working days. The facility will charge a fee in accordance with a community standard for copying, or in accordance with established State guidelines, if they exist. The charges will be collected prior to the release of the copies.

7. A resident has the right to be fully informed in a language which he or she can understand of his or her total health status, including but not limited to his or her medical condition.
8. A resident has the right to participate in the development and implementation of his or her person-centered plan of care.
9. The facility will inform the resident of the right to participate in his or her treatment and shall support the resident in this right.
10. A resident has the right to be informed, in advance, of the care to be furnished and the type of care giver or professional that will furnish care.
11. A resident has the right to be informed in advance, by physician or other practitioner or professional, of the risks and benefits of proposed care, of treatment and treatment alternatives or treatment options and to choose the alternative or option he or she prefers.
12. A resident has the right to request, refuse, and/or discontinue treatment, to participate in or refuse to participate in experimental research, and to make advance directives regarding care and treatment.
13. A resident has the right to self-administer medications if the interdisciplinary team has determined that this practice is clinically appropriate.
14. A resident has the right to be informed 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.
15. A resident has the right to choose his or her attending physician.
16. Except in a medical emergency or when a resident is incompetent, this facility shall consult with the resident immediately and notify the resident's physician, and if known, the resident's legal representative or interested family member when there is :
 - An accident involving the resident which results in injury and has the potential for requiring physician intervention with the exception of a minor injury that requires only general first aid care;
 - A significant change in the resident's physical, mental or psychosocial status;
 - A need to alter treatment significantly;
 - A decision to transfer or discharge the resident from the facility as specified in the Transfer or Discharge policy.

17. The facility shall promptly notify the resident and, if known, the resident's legal representative or family member when there is:
 - A change in room or roommate assignment, or
 - A change in resident rights under Federal or State law or regulations.

18. A resident has the right to refuse to transfer to another room in the facility, if the purpose of the transfer is:
 - To relocate 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
 - To relocate 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.
 - Solely for the convenience of staff

19. A resident has the right to and the facility must promote and facilitate resident self-determination through support of resident choice, including but not limited to:
 - The right to choose activities, schedules(including sleeping and waking times), health care and providers of health care services consistent with his or her interests, assessments, and plan of care and other applicable provisions of this part
 - The right to make choices about aspects of his or her life in the facility that are significant to the resident
 - The right to interact with members of the community and participate in community activities both inside and outside the facility
 - The right to receive visitors of his or her choosing, subject to the resident's right to deny visitation when applicable, and in a manner that does not impose on the rights of another resident.

20. A resident has the right to personal privacy and confidentiality of his or her personal and clinical records, which shall include the following:
 - Personal privacy that includes accommodations, medical treatment, written and telephone communications, personal care, visits and meetings with family and resident groups, however, this shall not require the facility to provide a private room;
 - The resident may approve or refuse the release of personal and clinical records to any individual outside the facility;
 - A resident's right to refuse release of personal and clinical records does not apply when the resident is transferred to another health care institution or the record release is required by law or third party contract.

21. A resident has the right to voice grievances with respect to treatment or care that is, or fails to be furnished, without discrimination or reprisal for voicing grievance and prompt efforts by the facility to resolve the grievances the resident may have, including those with respect to the behavior of staff and of other residents, and other concerns regarding their stay.

22. A resident has the right to 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.
23. A resident has the right to receive information from agencies acting as client advocates and be afforded the opportunity to contact these agencies.
24. A resident has the right to refuse to perform services for the facility.
25. A resident may perform services for the facility if he or she chooses, when:
 - The facility has documented the need or desire for work in the plan of care;
 - The plan specifies the nature of the services performed and whether the services are voluntary or paid;
 - Compensation for said services is at or above prevailing rates; and
 - The resident agrees to the work arrangement described in the plan of care.
26. The Facility must protect and facilitate that resident's rights to communicate with individuals and entities within and external to the facility, including reasonable access to:
 - A telephone, including TTY and TDD services
 - The internet, to the extent available to the facility;
 - Stationary, postage, writing implements and the ability to send mail
27. A resident has the right to privacy in written communications including the right to send and receive mail, and to receive letters, packages and other materials delivered to the facility for the resident through a means other than a postal service, promptly that is unopened and to have access to stationary, postage and writing implements at the resident's own expense.
28. A resident has the right and the facility shall provide immediate access to any resident by the following:
 - Any representative of the Secretary of the Health and Human Resources Division;
 - Any representative of the State;
 - The resident's individual physician;
 - The State long term care Ombudsman;
 - The agency responsible for the protection and advocacy system for developmentally disabled individuals and/or mentally ill individuals;
 - The resident representative
 - Subject to the right to deny or withdraw consent at anytime, immediate family or other relatives of the resident; and
 - 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.
29. A resident has the right to have reasonable access to the private use of a telephone, including TTY and TDD services, and a place in the facility where calls can be made

without being overheard. This includes the right to retain and use a cellular phone at the resident's own expense.

30. A resident has the right to have reasonable access to and privacy in their use of electronic communications such as email and video communications and for internet research.
31. A 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.
32. A resident has the right to share a room with his or her roommate of choice when practicable, when both residents live in the same facility and both residents consent to the arrangement.
33. A resident has the right to be free from any physical restraints imposed or psychoactive drug administered for purposes of discipline or convenience and not required to treat the resident's medical symptoms.
34. A resident has the right to reside and receive services in the facility with reasonable accommodations of resident needs and preferences except when to do so would endanger the health or safety of the resident or other residents.
35. A resident has the right to be free from abuse, neglect, misappropriation of resident property, and exploitation. This includes but is not limited to freedom from corporal punishment, involuntary seclusion, any physical or chemical restraint not required to treat the resident's symptoms, verbal, mental, sexual, or physical abuse.
36. The facility shall not employ individuals who have been convicted of abusing, neglecting or mistreating individuals.
37. The facility shall ensure that all alleged violations involving mistreatment, neglect or abuse, including injuries of unknown source, are reported immediately to the Administrator and DON and to all other officials or agencies in accordance with State law through established procedures.
38. The facility must have evidence that all alleged violations are thoroughly investigated and must prevent further potential abuse while the investigation is in progress.
39. The results of all investigations must be reported to the Administrator or his designated representative, the Director of Nursing and all other officials and agencies in accordance with State law and if the alleged violation is verified, appropriate corrective action is taken.
40. A resident has a right to a safe, clean, comfortable and homelike environment, including but not limited to receiving treatment and supports for daily living safely.
41. The Facility must provide:
 - A safe, clean, comfortable, and homelike environment, allowing the resident to use his or her personal belongings to the extent possible, as space permits, unless to do so would infringe upon the rights or health and safety of other

residents. The facility shall exercise reasonable care for the protection of the resident's property from loss or theft.

- Housekeeping and maintenance services necessary to maintain a sanitary, orderly, and comfortable interior
 - Clean bed and bath linens that are in good condition
 - Private closet space in each resident room
 - Adequate and comfortable lighting levels in all areas
 - Comfortable and safe temperature levels
 - Comfortable sound levels
42. The facility shall care for its residents in a manner and in an environment that promotes maintenance or enhancement of each resident's quality of life.
43. A resident has the right to organize and participate in resident groups in the facility as well as has the right to participate in family groups.
44. A resident's family has the right to meet in the facility with the families of other residents in the facility.
- The facility shall provide a resident or family group, if one exists, with private space; and take reasonable steps, with the approval of the group, to make residents and family members aware of upcoming meetings in a timely manner.
 - Staff, visitors, or other guests may attend resident group or family group meetings at the group's invitation.
45. The facility shall provide a designated staff person who is approved by the resident or family group and the facility and who is responsible for providing assistance and responding to written requests that result from group meetings.
46. When a resident or family group exists, the facility must consider the views and act promptly upon the grievances and recommendation of residents and families concerning proposed policy and operational decisions affecting resident care and life in the facility.

RESIDENT LEGAL RIGHTS

1. A resident has the right to manage his or her financial affairs and the Facility shall not require residents to deposit their personal funds with the Facility.
2. The Facility shall hold, safeguard, manage and account for the personal funds of the resident deposited with the Facility in the following manner:
 - a. **FUNDS IN EXCESS OF \$100.00:** The Facility must deposit any resident's personal funds in excess of \$100.00 in an interest bearing account that is separate from any of the Facility's operating accounts and that credits all interest earned on the resident's account to his or her account.

- b. FUNDS LESS THAN \$100.00: The Facility may maintain a resident's personal funds that do not exceed \$100.00 in a non-interest-bearing account or petty cash fund.
 - c. Residents who care is funded by Medicaid: The Facility must deposit the resident's personal funds in excess of \$50.00 in an interest-bearing account that is separate from any of the Facility's operating accounts. The Facility may maintain personal funds that do not exceed \$50.00 in a non-interest-bearing account, interest bearing account, or petty cash fund.
 - d. The Facility must establish and maintain a system which 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.
 - e. Said system shall preclude any commingling of resident funds with Facility funds or with funds of any other person.
 - f. An individual financial record must be available to the resident through quarterly statements and upon request by the resident or his or her legal representative.
 - g. The Facility shall notify each resident that receives Medicaid benefits when the amount of the resident's account reaches \$200.00 less than the SSI resource limit for one person and if the amount in the account is 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.
3. Upon the discharge, eviction, or death of a resident with a personal fund deposited with the Facility, the Facility shall promptly convey within 30 days the resident's funds and a final account of those funds, to the resident, or in case of death, the individuals administering the resident's estate, and in accordance with specific State requirements.
 4. The facility must purchase a surety bond to assure the security of all personal funds of residents deposited with the facility.
 5. A resident has the right to file a complaint with the State Survey and Certification Agency concerning resident abuse, neglect and misappropriation of a resident's property in the Facility.

GRIEVANCE PROCEDURES

1. A resident or an individual or group designated by the resident as his or her legal representative, has the right to voice grievances without any discrimination or reprisal and has the right to prompt efforts by the facility to resolve any grievances the resident may have.
2. Oral or written grievance/complaints may be submitted to the Grievance official who is the facility staff member designated to handle grievances and make recommendations.

3. The complaint will be investigated through interview, observation, or record review as needed. Necessary action will be taken to resolve the situation as applicable. The resident or resident representative will be informed, orally or in writing, of the outcome of the grievance investigation.
4. We welcome you, our residents, families, associates and friends, to share your suggestions, complaints, concerns and questions.
5. The resident has the right to file a complaint with State survey and certification agencies concerning neglect, abuse, misappropriation of resident property in the facility, or non-compliance with the advance directives' requirements.

Facility Grievance Official: Social Services Director
928/978-2370

Arizona Department of Health
Division of Licensing
Office of Long-Term Care
150 North 18th Avenue
Suite # 440
Phoenix, AZ 85007-3245
602/364-2690

Pinal/Gila Council for Senior Citizens
Area Agency on Aging
Region V
8969 W. McCartney Road
Casa Grande, AZ 85194
Local Ombudsman: Shawna Storm
(520) 560 -1808

Adult Protective Services(APS)
1789 West Jefferson St. #6272
Phoenix, AZ 85007
602/542-4446
Central Reporting # 1-877-767-2385

**Local APS/Adult and Aging Services/
Developmental Disabilities**
100 North Tonto Street
Payson, AZ 85541
928/474-6208
928/474-4521

Medicaid Fraud Control Unit
US Dept of Health and Human Services
Office of Inspector General
ATTN: OIG Hotline Operations
P.O. Box 23489
Washington D.C. 20026
800/447-8477

**AZ Dept of Economic Securities
Developmental Disabilities**
DDDCustomerServiceCenter@azdes.gov
844/770-9508
Fraud Reporting: 877/822-5799

Payson Senior Center
514 W. Main Street
Payson, AZ 85541
928/474-4876

Medicare/Medicaid Eligibility
www.medicare.gov
www.medicaid.gov

FACILITY ENVIRONMENT/SMOKING POLICY

It is the goal of Rim Country Health to provide a safe, clean, comfortable and homelike environment for the residents and staff. A personalized, homelike environment recognizes the individuality and autonomy of the resident as well as allowing for the use of his/her personal belongings and property to the extent possible. As a facility we recognize our responsibility to provide an environment that enhances each resident's quality of life and to allow him/her to make choices about aspects of his/her life. Reasonable accommodations will be made for individual needs and preferences, except when the health and/or safety of

the individual or other residents would be endangered. Ultimately it is the right of the resident to determine whether he/she will continue smoking as long as the facility policy is observed.

It is also the intent of the facility to provide an environment that is healthy and free from any dangerous or toxic substances to which the residents and staff could be exposed. Research supports the fact that secondhand smoke is a significant health hazard and for this reason Rim Country Health has been designated a smoke-free facility. This is especially pertinent with the advent of E Cigarettes and other types of non-tobacco cigarette derivatives.

The facility is responsible for the safety and well-being of all residents and staff. Due to the fact that there are residents living in the building who are cognitively/physically impaired and poor safety awareness who could put the facility at risk for fire hazard should they have access to smoking materials, the facility will maintain control of all cigarettes, lighters and matches. Residents will only be permitted to smoke during assigned smoking times and only under the constant supervision of a staff member.

Whenever appropriate, smoking cessation information will be provided to the resident/family/responsible party. The staff will discuss possible options for resident treatment such as medications with the physician and will include individualized behavior modification in the care plan.

Guidelines:

- All residents/family/responsible parties will be educated regarding the Smoking Policy prior to admission.
- All staff will be educated regarding the Smoking Policy during New Employee Orientation.
- Staff will be educated as to the smoking-related patient care issues. Residents have the right to a caregiver that is free from odors on their person, especially the smell of smoke. They also have a right to live in an environment where neither they nor their visitors are confronted by the smell of smoke lingering at the building entrances or the sight of people smoking or using other tobacco products.
- There will be **NO** smoking in any of the buildings that comprise the facility known as Rim Country Health and Retirement Community.
- The facility has designated assigned smoking areas for both residents and staff.
- E Cigarettes can be utilized freely without staff supervision in the designated smoking areas only.
- **'NO SMOKING'** signs are posted in appropriate locations including entrances to the building.

- Based on recommendations from the Arizona Department of Health Services and, most recently, the passage of the Smoke-free Arizona Act, the facility will adopt the “**20 foot rule**” prohibiting smoking within 20 feet from any entryway to a business.
- All residents who have the desire to smoke, their doctor will be notified.
- Initial smoking assessments will be completed on all smokers followed by quarterly and as needed. Smoking safety equipment will be provided for the resident if determined that it is needed during the assessment process, the residents care plan will reflect these safety items.
- All cigarettes, lighters and matches will be kept at the nurses’ stations in one location per unit.
- Residents who require supervision to smoke will be accompanied at the discretion of the staff and the frequency will be determined by the schedules and activities on the unit. This may vary from day to day based on staff availability, census, workload and/or residents issues, etc.
- Every attempt will be made to accommodate the resident in his/her desire to smoke.
- Residents will only be permitted to smoke during assigned smoking times and only under the constant supervision of a staff member.
- Fireproof containers are provided at each smoking location for safe disposal of cigarette butts.
- All employees are authorized and encouraged to communicate this policy to residents and visitors as well as other staff using courtesy and diplomacy.
- Any resident or employee who wishes to stop smoking will be given the toll free phone number to the Arizona Smokers’ Helpline, 1-800-556-6222, where they can receive smoking cessation information, phone counseling and help with reduced cost medication.
- Failure of resident’s to adhere to the smoking policy could result in corrective action up to and including issuing a discharge notice.

**Reference: Interpretive Guidelines 483.90/F926
Smoke-free Arizona Act 36-601.01**

BED HOLD POLICY

Rim Country Health and Retirement Community will assure that the resident/family/legal representative will receive written information related to the facility bed-hold policy at the time of admission, prior to transfer to another medical facility, before allowing the resident to go on a therapeutic leave and at the time any change is made under the State plan or facility policy. The information provided will specify the duration of the bed-hold policy under the State plan, if any, during which the resident is permitted to return to the facility and the nursing facility policy regarding bed-hold periods and guidelines.

Guidelines:

- Upon admission to the facility the resident/family/legal representative facility staff will review the bed-hold policy.
- A copy of the bed-hold policy will be attached to the transfer form so that it will be sent with the paperwork at the time of transfer. A copy of both will be placed in the resident's medical record.
- The facility bed-hold policy will apply to all residents.
- In the case of emergency transfer, when the written policy is not sent with the resident, a written notice to the family or legal representative will be provided within 24 hours of the transfer.
- Bed-hold days of absence in excess of the State bed-hold limit that is determined by the individual payer are considered non-covered days, which means that the resident could use his/her own income to pay for the bed-hold.
- Non-Medicaid residents will be requested to pay for all days of bed-hold.
- Any resident whose hospitalization or therapeutic leave exceeds the bed-hold period under the State plan, will be readmitted to the facility immediately upon the first availability of a bed in a semi-private room if the resident requires the services provided by the facility and if the resident is eligible for Medicaid nursing facility services.
- Medicaid-eligible residents will be admitted to the first available bed even if the resident has an outstanding Medicaid balance.
- Once readmitted, these residents with an outstanding balance may be transferred if the facility can demonstrate that non-payment of charges exists and documentation and notice requirements are followed. **Reference: Interpretive Guideline 483.15**

30-DAY NOTICE POLICY

1. In the event the resident/family member wishes to leave the Facility they are required to give the Facility a 30-day notice. If a 30-day notice is not given, the resident/family will be responsible for 30 additional days of room charge.

2. If the decision is due to a medical emergency or a change in the resident's medical condition and is ordered by the attending Physician, the 30-day notice is waived.
3. In the event the resident discharges, the facility will refund the resident or resident representative any and all funds due the resident within 30 days from the resident's date of discharge from the facility.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE READ IT CAREFULLY.

We respect the privacy of your protected health information (PHI) and are committed to maintaining such information in a confidential manner. This Notice applies to all information and records related to your care that our facility receives or creates. It extends to information received or created by our employees, staff, volunteers and physicians. This Notice informs you about the possible uses and disclosures of your PHI. It also describes your rights and our obligations regarding your PHI.

We are required by law to:

- Maintain the privacy of your PHI
- Provide to you this detailed Notice of our legal duties and privacy practices relating to your PHI
- Abide by the terms of this Notice that are currently in effect

For purposes of the HIPAA Privacy Rules, our facility is considered an affiliated covered entity and is covered by a HIPAA compliance plan.

1. WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS.

We may use and disclose your PHI for purposes of treatment, payment and health care operations. We have described these uses and disclosures below and provide examples of the types of uses and disclosures that we may make in each of these categories.

- A. For Treatment: We will use and disclose your PHI in providing you with treatment and services. We may disclose your PHI to facility and non-facility personnel who may be involved in your care, such as physicians, nurses, nurse aides, and physical therapists. For example, a nurse caring for you will report any change in your condition to your physician. We also may disclose PHI to individuals who will be involved in your care after you leave the facility.
- B. For Payment: We may use and disclose your PHI so that we can bill and receive payment and services you receive at the facility. For billing and payment purposes, we may disclose your PHI to your representative, an insurance or managed care company, Medicare, or another third-party payer. For example, we may contact Medicare or your health plan to confirm your coverage or to request coverage information for a proposed treatment or service.

- C. For Health Care Operations: We may use and disclose your PHI for facility operations. These uses and disclosures are necessary to manage the facility and to monitor our quality of care. For example, we may use PHI to evaluate our facility's services, including the performance of our staff or to determine the most effective and efficient manner of providing services to our residents.

We may also provide certain services by contracting with third parties, referred to as Business Associates. In some cases, we will need to disclose your PHI to a Business Associate for them to provide the appropriate services to you and or the facility. We will only disclose your PHI to a Business Associate after we have received adequate contractual assurances from them that they will safeguard and keep confidential your PHI.

2. WE MAY USE AND DISCLOSE PROTECTED HEALTH INFORMATION ABOUT YOU FOR OTHER SPECIFIC PURPOSES (WITH THE OPPORTUNITY FOR YOU TO OBJECT)

In some circumstances, we may disclose a limited amount of your PHI if we provide you with notice of our practices and the opportunity to object to such release. In an emergency, where you are unable to object, we may disclose your PHI provided such disclosure is consistent with any prior expressed intentions and deemed by us to be in your best interest. When you can respond, you will be given an opportunity to object to further uses or disclosures.

- A. Facility Directory and Newsletter: Unless you object, we will include certain limited information about you in our facility directory and newsletter. This information may include your name, your location in the facility, your general condition and your religious affiliation. Your name may appear in the facility newsletter related to special activities, such as your birthday.
- B. Individuals Involved in Your Care or Payment for Your Care: Unless you object, we may disclose your PHI to a family member or close personal friend, including clergy, who is involved in your care. We may also disclose your PHI to a disaster relief organization for the purpose of notifying your family or friends about your general condition, location or status.
- C. Uses and Disclosures Related to Treatment Alternatives, Reminders and Other Health Related Benefits: We may use or disclose PHI to remind you about appointments. We may also use or disclose PHI to inform you about treatment alternatives that may be of interest to you or to inform you about health-related benefits and services that may be of interest to you.

3. WE MAY USE AND DISCLOSE PROTECTED HEALTH INFORMATION ABOUT YOU FOR OTHER SPECIFIC PURPOSES (WITHOUT OBTAINING YOUR ADDITIONAL CONSENT OR AUTHORIZATION).

- A. As Required by Law: We will disclose your PHI when required by federal, state or local law to do so.

- B. Public Health Activities: We may disclose your PHI for public health activities. These activities may include for example:
- Reporting to a public health or other government authority for preventing or controlling disease, injury or disability, or reporting abuse or neglect.
 - Reporting to the federal Food and Drug Administration (FDA) concerning adverse events or problems with products for tracking products in certain circumstances, to enable product recalls or to comply with other FDA requirements.
 - To notify a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition or
 - For certain purposes involving workplace illness or injuries
- C. Reporting Victims of Abuse, Neglect or Domestic Violence: If we believe that you have been a victim of abuse, neglect or domestic violence, we may use and disclose your PHI to notify a government authority if required or authorized by law, or if you agree to the report.
- D. Health Oversight Activities: We may disclose your PHI to a health oversight agency for oversight activities authorized by law. These may include, for example, audits, investigations, inspections and licensure actions or other legal proceedings. These activities are necessary for government oversight of the health care system, government payment or regulatory programs, and compliance with civil rights laws.
- E. Judicial and Administrative Proceedings: We may disclose your PHI in response to a court or administrative law. We also may disclose information in response to a subpoena, discovery request, or other lawful process.
- F. Law Enforcement: We may disclose your PHI for certain law enforcement purposes, including:
- As required by law to comply with reporting requirements
 - To comply with a court order, warrant, subpoena, summons, or similar legal process
 - To identify or locate a suspect, fugitive, material witness, or missing person
 - When information is requested about the victim of a crime if the individual agrees or under other limited circumstances
 - To report information about a suspicious death
 - To provide information about criminal conduct occurring at the facility
 - To report information in emergency circumstances about a crime, or
 - Where necessary to identify or apprehend an individual in relation to a violent crime or an escape from lawful custody
- G. Research: We may disclose PHI of residents from our facility who choose to participate in research studies. Your PHI may be used for research purposes only if the privacy aspects of the research have been reviewed and approved by a special Privacy Board of Institutional Review Board, if the researcher is collecting information in preparing a research
- H. Coroners, Medical Examiners, Funeral Directors, and Organ Procurement Organizations: We may release your PHI to a coroner, medical examiner, funeral

director or, if you are an organ donor, to an organization involved in the donation of organs and tissues.

- I. **To Avert a Serious Threat to Health or Safety:** We may use and disclose your PHI when necessary to prevent a serious threat to your health or safety or the health or safety of the public or another person. However, any disclosure would be made only to someone able to help prevent the threat.
- J. **Military and Veterans:** If you are a member or former member of the armed forces, we may use and disclose your PHI as required by military command authorities. We may also use and disclose PHI when requested by appropriate federal authorities for the purpose of intelligence and other national securities, or to correctional facilities.
- K. **Workers' Compensation:** We may use or disclose your PHI to comply with laws relating to workers compensation or similar programs.

4. YOUR AUTHORIZATION IS REQUIRED FOR OTHER USES OF PROTECTED HEALTH INFORMATION.

We will use and disclose PHI (other than as described in this Notice or required by law) only with your written authorization. You may revoke your authorization to use or disclose PHI, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your PHI for the purposes covered by the authorization except where we have already relied on the prior authorization.

5. YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have the following rights regarding your protected health information at the facility:

- A. You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of your PHI, including both medical and billing information for as long as we maintain PHI. In order to inspect and/or copy your PHI, you must submit a written request to us. We may charge you a reasonable fee for the cost of such copies. Under federal law, however, your access to inspect or copy the following records may be limited: psychotherapy notes, information compiled in reasonable anticipation of or use in a civil, criminal, or administrative action or proceeding, and PHI that is subject to law that prohibits access to PHI. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, you may have a right to have this decision reviewed. Please contact our Administrator if you have questions about access to your medical record.
- B. You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your PHI for the purpose of treatment, payment or healthcare operations. You may also request that any part of your PHI not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in the Notice of Privacy Practices. Your request must be in writing and must state the specific restriction requested and to whom you want the restriction to apply. The facility is not required to agree to a restriction that you may request. If the facility believes it is in your best interest to permit use and disclosure of your PHI, your PHI will not be restricted. If the facility

does agree to the requested restriction, we may not use or disclose your PHI in violation of that restriction unless it is needed to provide emergency treatment. You may request a restriction by sending your written request for additional restrictions to the Administrator.

- C. You have the right to request confidential communications from us. You have the right to request to receive communications from us in alternative forms or locations, or that we not provide such information to certain people. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payments will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Administrator.
- D. You may have the right to have your protected health information amended. This means that if you have reason to believe certain PHI is incomplete or incorrect, you may request an amendment of your PHI for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statements and will provide you with a copy of any such rebuttal. Please contact our Administrator if you have questions about amending your medical record.
- E. You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you or pursuant to a written authorization signed by you for a facility directory, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003. You may request a shorter timeframe. The right to receive this information is subject to certain exceptions, restrictions and limitations.
- F. You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice electronically.
- G. You acknowledge that you have received and read the Notice of Health Information Practices. You understand that your healthcare provider participates in Health Current, Arizona's health information exchange (HIE). You understand that your health information may be securely shared through the HIE, unless you complete and return an Opt Out Form to your healthcare provider.

6. COMPLAINTS

If you believe that your privacy rights have been violated, you may file a complaint in writing with the facility or with the Office of Civil Rights in the U.S. Department of Health and Human Services. To file a complaint with the facility, contact the Administrator of the Facility who also serves as the HIPAA Compliance Officer. We will not retaliate against you if you file a complaint.

7. CHANGES TO THIS NOTICE

We will promptly revise and distribute this Notice whenever there is a material change to the uses or disclosures, your individual rights, our legal duties, or other privacy practices stated in this Notice. We reserve the right to change this Notice and to make the revised or new Notice provisions effective for all PHI already received and maintained by the facility as well as for all PHI we receive in the future. We will post a copy of the current Notice in the Facility. In addition, we will provide a copy of the revised Notice to all residents at the time of admission via U.S. mail or in-house distribution.

8. FOR FURTHER INFORMATION

If you have any questions about this Notice, please contact the Facility Administrator.

MAIL

I authorize the Facility to handle my mail as follows: (Check one box only)

All mail to be given directly to the resident

Forward all of the resident’s mail to: _____

All mail may be opened and read to the resident.

Give personal mail to the resident; forward business mail to: _____

FINANCIAL AGREEMENT

BY SIGNING THIS ADMISSION AGREEMENT, THE RESIDENT AND HIS/HER DESIGNATED OR RESPONSIBLE PARTY OR ANY OTHER SUCH PERSON WITH LEGAL ACCESS TO THE RESIDENT'S INCOME STREAM OR FINANCIAL RESOURCES AVAILABLE FOR USE TO PAY FOR SERVICES RENDERED BY THE FACILITY DOES HEREBY AGREE TO PAY FOR THE SERVICES DESCRIBED AND THE FACILITY DOES HEREBY AGREE TO PROVIDE AND ACCEPT PAYMENT FOR THE DESCRIBED SERVICES IN THE EVENT THAT THE PAYMENT SOURCE IS TO BE OR SHALL BECOME MEDICAID OR MEDICARE, THEN THIS AGREEMENT SHALL NOT CONSTITUTE AN AGREEMENT FOR PAYMENT BEYOND THE SCOPE OF

RESIDENT'S PORTION OF PAYMENT FOR SERVICES UNDER EITHER OF THE AFOREMENTIONED PROGRAMS.

1. ROOM, BOARD, AND NURSING CARE:

- a. Private Pay Resident – A resident is considered private pay when no State or Federal program is paying for the resident's room and board. A private pay resident may have private insurance or another third party which pays all or some of his/her charges. The resident will be provided with a list of current private pay daily room rates, supplies and services included in the Facility's daily private rate and those supplies and services which are not covered by the daily private rate for which the resident will be separately charged. The resident shall receive notice prior to a daily room rate change according to the laws of this State. However, in no event less than 60 days.
- b. Medicare Resident – A resident's room, board, and nursing care is paid for by Medicare when the resident is entitled to Medicare benefits and meets the Federal requirements for Medicare Part A services. On admission, the resident will be provided with a list of supplies and services paid for by the Medicare program, and those supplies and services not paid for by the Medicare program and for which the resident will be charged, including the daily co-insurance rate. Residents who no longer qualify for Medicare A benefits and who remain in the Facility will become Private Pay Residents, unless they become certified for Medicaid.
- c. Medicaid Resident – A resident's room, board and nursing care are partially paid for by Medicaid when certified by the State Medicaid Agency. Medicaid residents will be required to pay a portion of the daily rate as designated by the State Medicaid Agency. A resident may remain in the Facility for as long as he/she is certified eligible for the Medicaid program, or for as long AS any share of cost owed by the resident IS paid as due. A resident who remains In the Facility after Medicaid coverage has expired, or has been retroactively terminated, or denied certification, must pay the Facility charges as a Private Pay Resident. On admission, the resident will be provided with a list of supplies and services paid for by the Medicaid program, for which the resident may not be charged, and those supplies and services not paid for by the Medicaid program for which the resident will be charged. The resident's co-payment is established by the State Medicaid Agency and may change according to their guidelines. Failure to pay the Facility the resident's share of cost may result In discharge and notification of State and Federal authorities

2. MEDICARE / MEDICAID STATUS: If not approved for Medicaid or Medicare, or if approval is denied for any reason, the resident will be retroactively billed to the date of denial, or date of admission, which ever is applicable, at the private rate schedule listed on the Facility's "Services and Rate" Attachment".
3. NURSING SUPPLIES: Nursing supplies will be billed according to the published list in the business office. This list may not be comprehensive and changes may be made from time to time.
4. BILLING: The Facility will bill for these services according to the Facility's prescribed billing procedure. All payments shall be due and payable at the Facility by the first of

each and every month. Sums not paid by the tenth (10th) of the month shall bear a FINANCE CHARGE at the maximum ANNUAL PERCENTAGE RATE allowed by law. Additionally, the Facility will be entitled to its reasonable costs, including attorney's fees, expended in collection of delinquent accounts. The Facility reserves the right to pursue further legal actions to collect on delinquent accounts, which may include but not limited to liens, judgements, attorneys, etc.

5. NOTIFICATION: The Facility shall inform the resident in writing before, or at the time of admission, and periodically during the resident's stay, if services available in the Facility and of charges for those services, including any charges for services not covered under Medicaid or Medicare or by the Facility per diem rate. All bills for services and information related to changes in charges are to be mailed to the name and address of the signor of this Admission Agreement.

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