

Admission Handbook



WINDSONG CARE CENTER



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Established in 1975, Windsong has always been family owned and operated. Joe and Vicki Morel are proud to be the 3rd generation of owners. Windsong has an exceptional reputation and we attribute that to the loving, caring and dedicated staff that we have always been blessed to have. For 45 years, our family and staff have had the privilege to care for countless residents and their families.

Please let us know if there is anything we can do to make your stay more comfortable.

Joe & Vicki Morel



Department Heads:

Vicki Morel, LNFA
Owner/Administrator

Joe Morel
Owner/VP of Operations

Rhonda Boutte, RN
Director of Nursing

Simone Harrison, LVN
Assitant Director of Nursing

Jane Unruh, MA CCC
Director of Rehab

Tiffany DeGroot, LVN
Administrative Nurse

Georgia Lee, LMSW
Social Worker

Sherri Shiau, MSN
Infection Control Preventionist

Su Chang, LVN
Case Manager

Jennifer Clouse, LVN
MDS Coordinator

Amber Robertson
Business Office Manager

Rosetta Blackshear, ADC
Activities Director

Justin Whitlow
Administrator In Training/H.R.

Vicki Simon, CMA
Director of Admissions

Brad Janacek
Director of Business Development

Tiffany Solis
Dietary Manager (Interim)

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AUTHORIZATION FOR USE OF DISCLOSURE OF PROTECTED HEALTH INFORMATION STATEMENT OF RESIDENT RIGHTS

You, the resident, do not give up any rights when you enter a nursing facility. The facility must encourage and assist you to fully exercise your rights. Any violation of these rights is against the law. It is against the law for any nursing facility employee to threaten, coerce, intimidate or retaliate against you for exercising your rights.

If anyone hurts you, threatens to hurt you, neglects your care, takes your property, or violates your dignity, you have the right to file a complaint with the facility administrator or with the Texas Department of Human Services by calling 1-800-458-9858.

You have a right to:

1. All care necessary for you to have the highest possible level of health;
2. Safe, decent and clean conditions;
3. Be free from abuse and exploitation;
4. Be treated with courtesy, consideration, and respect;
5. Be free from discrimination based on age, race, religion, sex, nationality, or disability and to practice your own religious beliefs;
6. Privacy, including privacy during visits and telephone calls;
7. Complain about the facility and to organize or participate in any program that presents residents' concerns to the administrator of the facility;
8. Have facility information about you maintained as confidential;
9. Retain the services of a physician of your choice, at your own expense or through a health care plan, and to have a physician explain to you, in language you understand, your complete medical condition, the recommended treatment, and the expected results of the treatment, including reasonably expected effects, side effects, and risks associated with psychoactive medications;
10. Participate in developing a plan of care, to refuse treatment, and to refuse to participate in experimental research;
11. A written statement or admission agreement describing the services provided by the facility and the related charges;
12. Manage your own finances or to delegate that responsibility to another person;
13. Access money and property you have deposited with the facility and to an accounting of your money and property that are deposited with the facility and of all financial transactions made with or on behalf of you;
14. Keep and use personal property, secure from theft or loss;
15. Not be relocated within the facility, except in accordance with nursing facility regulations;
16. Receive visitors;
17. Receive unopened mail and to receive assistance in reading or writing correspondence;
18. Participate in activities inside and outside the facility;
19. Wear your own clothes;
20. Discharge yourself from the facility unless you have been adjudicated mentally incompetent;
21. Not be discharged from the facility, except as provided in the nursing facility regulations;

22. Be free from any physical or chemical restraints imposed for the purposes of discipline or convenience and not required to treat your medical symptoms;
23. Receive information about prescribed psychoactive medication from the person who prescribes the medication or that person's designee, to have any psychoactive medications prescribed and administered in a responsible manner, as mandated by the Health and Safety Code, §242.505, and to refuse to consent to the prescription of psychoactive medications; and
24. Place an electronic monitoring device in your room that is owned and operated by you or provided by your guardian or legal representative.

Your rights may be restricted only to the extent necessary to protect you or another person from danger or harm or to protect a right of another resident, particularly those relating to privacy and confidentiality.

BED HOLD AND READMISSION POLICY

After placement in the nursing facility, it frequently becomes necessary for the resident to go out of the facility for brief periods of hospitalization or therapeutic home visits. The resident/responsible party will be given an opportunity to hold the bed until the resident returns to the facility. It is the policy of this facility to hold beds and readmit residents as follows:

1. Private pay residents may come and go from the facility as often and for as many days as desired at any time. The private room rate remains the same. As long as the bill is paid in full, the room will be held and the resident may be readmitted to that room.
2. For Medicaid residents:
 - a. On therapeutic visits the state plan allows each resident to leave for up to 72 consecutive hours at any time. The days are counted in 24 hours periods from midnight to midnight. There is no limit on the number of therapeutic visits which can be taken by the Medicaid resident however these must be broken by a return to the facility for an overnight stay.
 - b. When a Medicaid resident is admitted to the hospital for inpatient care, the private room rate must be paid by the resident and/or his/her responsible person or legal representative.
 - c. The resident's bed will be reserved as long as the bed hold charges are paid when he/she is out of the facility. Bed hold charges may be discontinued at any time if the resident and/or his responsible party and/or legal representative notifies the business office and removes all personal belongings from the room.

Should a resident opt not to hold their bed during hospitalization periods, the resident will be readmitted to the facility in the first available bed in a semi-private room in the Medicaid section of the facility.

**ITEMS AND SERVICES INCLUDED IN THE BASIC DAILY
RATE FOR MEDICARE RESIDENTS**

1. Resident's room (semi-private) and board (including special diets or special dietary supplements and supplies used for tube feedings, when specifically prescribed by a physician).
2. Laundry (including reasonable personal laundry, but not ironing or dry cleaning)
3. Nursing services (excluding private duty nurses), medical social services, routine physical therapy, certain durable medical equipment (such as beds, bedrails, walkers, and wheelchairs). Incontinence care and incontinence pads, hand feedings, special mattresses and pads, massages, syringes, enemas, nursing supplies and dressings (other than items of personal comfort or cosmetic items), extra linens, assistance in personal care and grooming, laboratory procedures not requiring laboratory personnel, non-prescription drugs such as antacids, stool softeners, and rubbing alcohol, prophylactic medications (i.e. influenza vaccine, etc.) and which are often distributed or used individually as ordered by the attending physician. Supplies such as oxygen, intravenous solutions, administration sets and water for injections are also included.

Medicare pays day 1 through day 20 at 100% of covered charges as long as qualified. Medicare pays day 21 through 100 beyond \$175.00 day of covered charges as long as qualified.

**STATEMENT OF SERVICES AND CHARGES FOR RESIDENTS RECEIVING
MEDICAID ASSISTANCE**

The following services and items are included in the vendor payment or daily rate:

1. Semi-private room accommodations with furnishings.
2. Regular laundry and linen services (except dry cleaning).
3. Housekeeping services.
4. Maintenance service to provide a safe comfortable environment (exclusive of personal furnishings and appliances).
5. Three nutritious meals per day prepared under the direction of a Register Dietitian.
6. Snacks and nourishment.
7. Twenty-four (24) hour licensed nursing care with a Registered Nurse directing nursing services.
8. A M.D.-Medical Advisor directing medical care to the resident.
9. Confidential medical records service.
10. Medical accessories.
11. Medical supplies needed to provide care to the resident.
12. Non-legend drugs.
13. Personal health and hygiene items, i.e., toothbrush, toothpaste, shampoo, shaving cream, razor blades, sanitary napkins, comb or hairbrush, soap, body lotion, denture adhesive and cleansers, and facial tissue. If the resident prefers to use a specific brand of personal need item, then the resident will be responsible for the cost.
14. Assistive devices that are used to assist individuals in accomplishing a task.
15. Equipment which can be used by more than one person, i.e., Geri-chair, wheelchair, walkers, crutches, canes, etc. If the resident desires equipment for full time use as a convenience rather than a documented need, its purchase will be the responsibility of the resident. Upon discharge from the facility, the resident must retain the equipment, which was purchased, and in the event of death the purchased equipment will be transferred to the estate.
16. Transportation will be provided for normal non-emergency and routine medical services visits outside the facility. Charges for medically necessary ambulance services are not the responsibility of the facility but are payable through the health insuring agent as a Medicaid benefit. The facility will encourage volunteers to assist with all transportation.
17. Individual and group social/recreational activities.
18. Social services through staff social worker.
19. Religious and Pastoral guidance.
20. Any and all reading materials.
21. Volunteer and auxiliary services.
22. Resident Representative-advocacy program.
23. Resident's Council.
24. Activities Council.
25. Family Support Groups.
26. Mail delivery and pickup.
27. Regularly scheduled safety and maintenance inspections.

28. Social/Psychological referral services.
29. Responsible administrative services.
30. Physician services by those with attending physician privileges will be billed by the physician directly to Medicare/Medicaid for eligible recipients.

The following are services available by contract through this facility and can be billed directly to Medicare/Medicaid for recipients utilizing these services. The resident and/or his legal representative has complete freedom of choice to choose any medical service from any institution, agency, pharmacy, and person or organization that is qualified to perform the services unless the provider causes the facility to be out of compliance with the state requirements.

Podiatrist
 Physician Therapist
 Speech Pathologist
 Ophthalmology

Respiratory Therapist
 Laboratory, X-ray, EKG
 Dermatologist

The following services and items are not covered in the daily rate:

1. Guest Meals, guest accommodations, and delivery charges
2. Beauty Shop/Barber
3. Special laundry services (dry cleaning)
4. Non-medical transportation
5. Medications not covered under Medicaid program
6. Private telephone
7. Cable television- Premium Service

Protection of Funds:

1. The resident is under no obligation to deposit funds with the facility.
2. The resident has the right to determine how personal funds will be handled.
3. The resident may receive, retain, and manage personal funds or have this done by a legal guardian.
4. The resident has the right to apply to the Social Security Administration to have a representative payee designated for Federal or State benefits to which she/he may be entitled.
5. The resident has the right to designate in writing another person to manage personal funds except when No. 4 is applicable.
6. It is the facility's obligation, upon written authorization by the resident, to hold safeguard, and account for the resident's personal funds.
7. Any charges for the handling of personal funds by the facility are included in the basic rate.
8. The facility must have written permission from the resident or responsible party to handle personal funds.
9. If the resident becomes incapable of managing personal funds and does not have a representative payee or responsible party the facility is required to notify the Department of Human Services Regional Medicaid eligibility worker.
10. Reasonable access to financial records will be provided to each recipient.

POLICY FOR RAISING AND ADDRESSING CONCERNS

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

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

1. We encourage residents, their family members, responsible parties and others to voice suggestions, concerns and complaints to us as soon as possible. It is most helpful if the suggestion or concern is expressed to the administrator (or other designated individual) or to a staff member providing services in the area of concern.
2. All suggestions, concerns and complaints shall be recorded on the attached Concern Intake and Resolution Form by the person learning of the concern as soon as practicable, but in no event any later than the end of the shift.
3. Any information that may affect the immediate safety, health or well-being of a resident shall be considered urgent and relayed immediately to the charge nurse for immediate investigation.
4. The administrator shall be immediately advised of urgent concerns and will promptly review the concern and initiate appropriate action. Non-urgent concerns and suggestions shall be reviewed by the administrator within 24 hours of receipt and assigned to staff or, if appropriate, the quality assurance committee for follow-up.
5. Nothing in this policy shall be construed as limiting in any way Windsong Care Center's commitment to honoring its policy concerning investigation and reporting of allegations of abuse, neglect and mistreatment of residents, or our commitment to following applicable regulations concerning these matters.

INFORMATION REGARDING **AUTHORIZED ELECTRONIC MONITORING**

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

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

Who may request AEM?

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

Who determines if the resident does not have the capacity to request AEM?

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

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

Who may consent to AEM?

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

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

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

What about covert electronic monitoring?

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

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

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

Is notice of AEM required?

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

What is required for the installation of monitoring equipment?

The resident or the resident's guardian or legal representative must pay for all costs associated with conducting AEM, including installation in compliance with life safety and electrical codes, maintenance, removal of the equipment, posting and removal of the notice, or repair following removal of the equipment and notice, other than the cost of electricity.

A facility may require an electronic monitoring device to be installed in a manner that is safe for residents, employees, or visitors who may be moving about the room. A facility may also require that AEM be conducted in plain view.

The facility must make reasonable physical accommodation for AEM, which includes providing:

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

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

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

Yes, DHS may assess an administrative penalty of \$500 against a facility for each instance in which the facility:

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

How does AEM affect the reporting of abuse and neglect?

The Texas Health and Safety Code, §242.122, requires an individual to report abuse or neglect immediately. Section 242.131 establishes a criminal penalty for failure to report abuse and neglect. If abuse or neglect has occurred, the most important thing is to report it, regardless of whether the reporting meets the legal definition of timely. Abuse and neglect cannot be addressed unless reported.

For purposes of the duty to report abuse or neglect and the criminal penalty for the failure to report abuse or neglect, the following apply:

1. A person who is conducting electronic monitoring on behalf of a resident is considered to have viewed or listened to a tape or recording made by the electronic monitoring device on or before the 14th day after the date the tape or recording is made.
2. If a resident, who has capacity to determine that the resident has been abused or neglected and who is conducting electronic monitoring, gives a tape or recording made by the electronic monitoring device to a person and directs the person to view or listen to the tape or recording to determine whether abuse or neglect has occurred, the person to whom the resident gives the tape or recording is considered to have viewed or listened to the tape or recording on or before the seventh day after the date the person receives the tape or recording.
3. A person is required to report abuse based on the person's viewing of or listening to a tape or recording only if the incident of abuse is acquired on the tape or recording. A person is required to report neglect based on the person's viewing of or listening to a tape or recording only if it is clear from viewing or listening to the tape or recording that neglect has occurred.
4. If abuse or neglect of the resident is reported to the facility and the facility requests a copy of any relevant tape or recording made by an electronic monitoring device, the person who possesses the tape or recording must provide the facility with a copy at the facility's expense. The cost of the copy cannot exceed the community standard.
5. A person who sends more than one tape or recording to DHS must identify each tape or recording on which the person believes an incident of abuse or evidence of neglect may be found. Tapes or recordings should identify the place on the tape or recording that an incident of abuse or evidence of neglect may be found.

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

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

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

Are there additional provisions of the law?

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

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

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

REQUEST FOR AUTHORIZED ELECTRONIC MONITORING



I, _____
name of resident

OR

I, _____, on behalf of _____, wish to conduct authorized electronic monitoring, in accordance with Subchapter R, Chapter 242, Health and Safety Code. I release Windsong Care Center from any civil liability for a violation of: my resident's privacy rights in connection with the use of the electronic monitoring device.

Is the monitoring device a video surveillance camera? Yes No

If the monitoring device is a video surveillance camera, the camera should:

Always be unobstructed.

Be obstructed, under the following circumstances:

Do you/does the resident reside in a multi-person room? Yes No

This form may be signed only by the resident or the guardian or legal representative of the resident, as provided in the Health and Safety Code, §242.845.

ADVANCE DIRECTIVES

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What are “Advance Directives”?

Advance Directives are documents that state your choices about medical treatment or name someone to make decisions about your medical treatment if you are unable to make these decisions or choices yourself. They are called “advance” directives because they are signed in advance to let your doctor and other health care providers know your wishes concerning medical treatment. Through advance directives you can make legally valid decisions about your future medical care. It is important to remember that these directives only take effect when you can no longer make your own health care decisions. As long as you are able to give “informed consent” your health care providers will rely on **YOU** and **NOT** on your advance directives.

At any time, you can cancel or change any advance directive that you have written. To cancel your directive, simply destroy the original document and tell your family, friends, doctor and anyone else who has copies that you have canceled them. To change your advance directives, simply write and date a new one. Again, give copies of your document to all appropriate parties, including your doctor.

What is a DNR?

A DNR “Do Not Resuscitate” order covers two types of life threatening situations. A DNR order is a document prepared by your doctor at your direction and placed in your medical records. It states that if you suffer cardiac arrest (your heart stops beating) or respiratory arrest (you stop breathing), your health care providers are not to try to revive you by any means.

What is a Living Will?

A Living Will is a document which tells your doctor or other health care providers that you do **NOT** want life-prolonging treatments or procedures administered to you if you are in a terminal condition. It is called a “living will” because it takes effect while you are still living. A living will goes into effect when: 1) your doctor has a copy of it and 2) your doctor has concluded that you are no longer able to make your own health care decisions, and 3) your doctor has determined that you are in terminal condition and the use of life-prolonging procedures will only prolong your death. Your Social Worker has information for you describing “life-prolonging” procedures.

What is a “Terminal” condition?

A terminal condition is defined as an incurable or irreversible condition for which the administration of medical treatment will only prolong the dying process and without the administration of these treatments or procedures, death will occur in a relatively short period of time.

What is an “Appointment of a Health Care Representative” (AHCR)?

An AHCR is a legal document, which allows you (the “principal”) to appoint another person (the “representative”) to make medical decisions for you if you should become temporarily or permanently unable to make those decisions yourself.

How is the AHCR different from the Living Will and Life-Prolonging Procedure Documents?

A living will only applies if you are terminally ill and only tells your doctor what you do NOT want. A life-prolonging procedures document also only applies if you are terminally ill and only tells your doctor what you **DO** want. The ACHR allows you to appoint someone to make health care decisions for you if you cannot make them. The document covers all health care situations in which you are incapable of making decisions for yourself. It also allows you to give specific instructions to your representative about the type of care you would want or not want to receive. Since the AHCR is more flexible, it is the advance directive most people choose. Some people, however, do not have someone whom they trust or who knows their values and preferences. These people should consider creating a living will or life-prolonging document.

What is a “Power of Attorney”?

A Power of Attorney is a legal document which allows you (the “principal”) to appoint another person (the “attorney-in-fact”) to make decisions for you if you should become temporarily or permanently unable to make those decisions yourself. The person you appoint as your attorney-in-fact does not have to be a lawyer.

What is the difference between a Power of Attorney document and an Appointment of a Health Care representative document?

The major differences between these 2 documents are:

- 1) The Power of Attorney can deal with more situations than just health care. The document can also deal with financial, real estate and/or personal decisions. An AHCR document only deals with decisions concerning health care.
- 2) The Power of Attorney document must spell out exactly what powers you want to give your attorney-in-fact and what powers you do not want to give him. The AHCR document covers all health care decisions.

Final Things to Remember:

You have the right to control what medical treatment you will receive.

Even without a lawyer or a form, you can always tell your doctor and your family what medical treatments you want or don't want.

No one can discriminate against you for signing, or not signing, an advance directive. Using an advance directive is, however, your way to control your future medical treatment.

Policy on Employee Background Screening

In accordance with state law, the facility conducts criminal history checks on every employee at the time of hire and annually thereafter. The facility will verify absence of criminal convictions which would disqualify the employee from working in a nursing facility. At the time of hire and annually for all staff requiring a license or certification for their position, the facility verifies the license or certification is current and in good standing with the respective state board or governing association as a condition of employment or continued employment. At the time of hire, the facility will attempt with due diligence to obtain an employment or personal reference check on each employee to verify information provided on the application for employment is accurate and the employee meets eligibility for the position.

Policy on Employee Drug Testing

The facility reserves the right to conduct a drug test (for detecting illegal drugs or non-prescribed drugs) on each newly hired employee. An employee's consent to submit to drug testing is required as a condition of employment. Any employee who exhibits "reasonable belief" behavior meaning sufficient facts to lead a prudent person to conclude impairment and inability to perform their respective job duties is subject to drug testing. Any employee who appears to be under the influence of drugs or alcohol is subject to testing. Any employee who is involved in a job accident or injury will be drug tested.

Policy on Use of Restraints

Freedom from Restraints is "the right to be free from physical or mental abuse, corporal punishment, involuntary seclusion, and any physical or chemical restraints imposed for purposes of discipline or convenience and not required to treat the resident's medical symptoms. [§483.13 (a)(b)]

The facility maintains a restraint free environment with the exception of necessity to treat a resident's medical symptoms. Physical restraints are defined as any manual method or physical or mechanical device, material or equipment attached or adjacent to the resident's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body. The facility does not use side rails of beds with the exception the rail is used as a resident mobility aide, assist transfer, or necessary to treat a resident's medical symptoms. The facility will not administer psychoactive medication for purposes of discipline or convenience, and not required to treat the resident's medical symptoms. The facility does not use restraint holds or involuntary seclusion.

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

WHO WILL FOLLOW THIS NOTICE:

This notice describes the privacy practices of the facility in which you reside, that of all employees, staff and other facility personnel and any member of a volunteer group or a student that we allow to help you while you are in the facility.

OUR PLEDGE REGARDING YOUR HEALTH INFORMATION:

We understand that information about you and your health is personal. We are committed to protecting your health information. We create a record of the care and services you receive at the facility, as well as records regarding payment for those services. We need these records to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated or maintained by the facility, whether made by facility personnel or your personal doctor. Your personal doctor may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by federal law to make sure that medical information that identifies you is kept private; to give you this notice of our legal duties and privacy practices with respect to medical information about you; and to follow the terms of the notice that is currently in effect. We will also follow the relevant privacy laws of the state in which the facility is located when those laws are more stringent than federal privacy laws.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

We may use or disclose your health information in one of the following ways: (1) when permitted by law; (2) when required by law; (3) pursuant to your verbal agreement (for use in our facility director or to discuss your health with family or friends who are involved in your care); and/or (4) pursuant to your written authorization, when we are required to obtain it.

The following categories describe different ways that we use and disclose health information. For each category of uses or disclosures, we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

- **For Treatment:** We may use health information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, medical students, or other facility personnel who are involved in taking care of you at the facility. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may need to tell the dietitian if you have diabetes so that we can arrange for appropriate meals. Different departments of the facility also may share medical information about you in order to coordinate your care.
- **For Payment:** We may use and disclose health information about you so that the treatment and services you receive at the facility may be billed, and that payment may be collected from you, an insurance company or another third party. For example, we may include information about services that you received at the facility on your monthly statement so that you can pay us for the services.
- **For Health Care Operations:** We may use and disclose medical information about you for health care operations. These uses and disclosures are necessary to run the facility and to make sure that all residents received quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also combine medical information about many facility residents to decide what additional services the facility should offer, what services are not needed, and whether certain new treatments are effective. We may also disclose information to doctors, nurses, technicians, medical students, and other facility personnel for review and learning purposes.
- **Treatment Alternatives:** We may use and disclose medical information to tell you about or recommend possible treatment options or alternative services that may be of interest to you.
- **Business Associates:** There are some services provided in our organization through contracts with business associates. When these services are contacted, we may disclose your health information so that our business associates can perform the job we've asked them to do. To protect your health information, however, we require the business associate to appropriately safeguard your information.
- **Appointment Reminders:** We may use and disclose medical information about you for the purpose of helping you remember your scheduled healthcare appointments.
- **Facility Directory:** If you agree, we may include certain limited information about you in the facility directory while you are a resident at the facility. This information may include your name, location in the facility, your general condition (e.g., fair, stable, etc.) and your religious affiliation. The directory information, except for your religious affiliation, may be released to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, such as a priest or rabbi, even if they don't ask for you by name. This is so your family, friends and clergy can visit you in the facility and generally know how you are doing.
- **Name Placement:** We may place your name on the door to your room, on a meal tray, and on pieces of equipment that you might use, including a wheelchair. This aids our staff in identifying your items in order to provide you the best possible care. Further, this practice will assist you in locating your room and equipment in order to foster a sense of community. We also like to post special events on our bulletin boards, such as your birthday or the birth of a grandchild. If you should choose not to be included on these bulletin boards, please let us know.

- **Verbal Agreement:** Pursuant to your verbal agreement, or if we feel that it is in your best interest, we may release medical information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort .
- **As Required By Law:** We will disclose medical information about you when required to do so by federal, state or local law.
- **To Avert a Serious Threat to Health or Safety:** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Private Sitters:** If you hire a private sitter, we will disclose medical information about you, to aid your sitter in caring for you.
- **Assistance During Special Events:** From time to time, we may schedule a special event, such as a field trip or a group activity or game. This special event may require the assistance of volunteers or staff members not normally involved in your care, who will need to know certain types of information about you. For example, a member of our maintenance team may serve bag lunches on a field trip and will need to know your dietary restrictions.
- **Fundraising Activities:** We may use a limited amount of your health information for purposes of contacting you or your representative to raise money for our facility and its operations.

SPECIAL SITUATIONS:

- **Organ and Tissue Donation:** If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank as necessary to facilitate organ or tissue donation and transplantation.
- **Military and Veterans:** If you are a member of the armed forces, we may release medical information about you as required by military command authorities.
- **Workers' Compensation:** If applicable, we may release medical information about you for workers' compensation or similar programs.
- **Public Health Risks:** We may disclose medical information about you for public health activities. These activities generally include the prevention or control of disease, injury or disability; reporting of abuse, deaths or problems with medications or products; and notifying a person who may have been exposed to a disease or may be at risk for contacting or spreading a disease or condition.
- **Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. These activities are necessary for the government to monitor the health care system government programs and compliance with the law.
- **Lawsuits and Disputes:** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process served by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- **Law Enforcement:** We may release medical information asked to do so by law enforcement officials. For example, we may release information in response to a court order, subpoena,

warrant, summons or similar process; to identify or locate a suspect, fugitive, material witness. or missing person; and to report a crime and provide information about crime victims.

- **Coroners, Medical Examiners and Funeral Directors:** We may release medical information to a coroner or medical examiner. We may also release medical information about residents of the facility to funeral directors as necessary to carry out their duties.
- **National Security and Intelligence Activities:** We may release medical information about you to authorized federal officials for national security activities authorized by law.

OTHER USES OF MEDICAL INFORMATION:

Other uses and disclosures of medical information not covered by this notice or permitted required by the laws that apply to us will be made only with your written authorization. For example, we would be required to seek your written authorization before providing certain health information to a pharmaceutical company for purposes of their marketing a product to you. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

ORGANIZED HEALTH CARE ARRANGEMENT:

In our facility, care and services are provided to you by our facility staff as well as by other health care providers. Although these providers are an independent, they cooperate to provide an integrated system of care to you. This type of health care setting in which you receive care from more than one health care provider is called an organized health care arrangement (“OHCA”). We may share your health information with the providers in the OHCA for treatment, payment and healthcare operations of the OHCA. For example, members of the OHCA may participate in committees that review the quality of services provided in the facility. We participate in an OHCA with certain physicians, pharmacists, therapists, dieticians, social workers and other health care providers. This notice of privacy practices describes how we use and disclose your health information; however, you will receive separate notices of privacy practices from each of the other participants in the OHCA, and each participant will separately address any questions or requests you might have with regard to your privacy.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU:

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

- **Right to Inspect and Copy:** You have the right to inspect and copy your medical and billing information, and any other information that may be used to make decisions about your care. Usually, this includes your medical and billing records, but does not include psychotherapy notes.

To inspect and copy your medical information, you must submit your request in writing to the facility administrator. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed if the denial is made for certain reasons. Another licensed health care professional chosen by the facility will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

- **Right to Amend:** If you feel that medical 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 for as long as the information is kept by or for the facility. To request an amendment, your request must be made in writing and submitted to the facility administrator. In addition, you must provide a reason that supports your request.

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: (1) was not created by us, unless the person or entity that created the information is no longer available to make the amendment; (2) is not part of the medical information kept by or for the facility; (3) is not part of the information which you would be permitted to inspect and copy; or (4) is accurate and complete.

- **Right to Accounting of Disclosures:** You have the right to request an “accounting of disclosures.” This is a list of certain disclosures we made of medical information about you. To request this list or accounting of disclosures, you must submit your request in writing to the facility administrator. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. The first list you request within a 12-month period will be free. For additional lists, 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.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations purposes. You may also request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. 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 must make your request in writing to the facility administrator. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we send all bills to a certain address. To request confidential communications, you must make your request in writing to the facility administrator. We will not ask you the reason for your request. We will accommodate all reasonable requests.
- **Right to a Paper Copy of This Notice:** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice contact the facility administrator.

CHANGES TO THIS NOTICE:

We reserve the right to change this notice. We reserve the right 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 copy of the current notice in the facility. The notice will contain the effective date on the first page, in the top right-hand corner.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with the facility administrator, the corporate Privacy Officer, or the Corporate Compliance Hotline (1-281-419-5520). In addition, you may file a written complaint with the Office of Civil Rights of the Department of Health and Human Services. You will not be penalized in any way for filing a complaint.

If you have any questions about this notice, please contact the facility administrator or the Corporate Compliance Line 281-419-5520.

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

Hojas de información sobre vacunas están disponibles en español y en muchos otros idiomas. Visite 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 of age and older, pregnant women, 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.

Each 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 vaccine

CDC recommends everyone 6 months of age 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 three or four viruses that are 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 vaccine 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 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 influenza vaccine.

Your health care provider can give you more information.



4 Risks of a vaccine reaction

- Soreness, redness, and swelling where shot is given, fever, muscle aches, and headache can happen after influenza vaccine.
- 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 or call **1-800-822-7967**. *VAERS is only for reporting reactions, and VAERS staff 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. Visit the VICP website at www.hrsa.gov/vaccinecompensation or call **1-800-338-2382** to learn about the program and about filing a claim. There is a time limit to file a claim for compensation.

7 How can I learn more?

- Ask your healthcare 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 www.cdc.gov/flu

Vaccine Information Statement (Interim)
**Inactivated Influenza
Vaccine**



Office use only

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

Hojas de información sobre vacunas están disponibles en español y en muchos otros idiomas. Visite 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.

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