

**VILLA MARIN SKILLED NURSING FACILITY
ADMISSION AGREEMENT**

**100 Thorndale Drive
San Rafael, California 94903
(415) 499-8711**

Revised December 2009

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DEFINITIONS OF PARTIES AND REPRESENTATIVES

1. (a) **Villa Marin Skilled Nursing Facility** ("Facility") agrees to provide general nursing care, room and board and other health care services (as listed below in rates and charges section and attachments) for the comfort and well-being of _____

_____ ("Resident"). All references to "Resident" include his or her legal representative.

(b) For the purposes of this Agreement, a *legal representative* is a person who signs or co-signs this Agreement by virtue of being a conservator of the person or of the estate of Resident, an attorney-in-fact (under a power of attorney or durable power of attorney), a trustee, or a representative payee. A legal representative as such is not a responsible party (financial guarantor) for the purposes of this Agreement, and does not thereby assume personal liability for payment of any charges incurred by Resident. The legal representative agrees to provide Facility with copies of the documents evidencing his or her legal authority, which shall be attached to this Agreement. No legal representative is required for a legally competent Resident.

(c) For the purposes of this Agreement, an *agent* is a person other than a legal representative who manages, uses or controls those funds or assets that legally may be used to pay Resident's costs of care. An agent does not assume personal liability for payment of any charges incurred by Resident.

(d) FACILITY SHALL NOT REQUIRE OR REQUEST THAT ANY RESIDENT HAVE A RESPONSIBLE PARTY (FINANCIAL GUARANTOR) SIGN OR CO-SIGN THIS AGREEMENT. IF RESIDENT HAS AN AGENT OR LEGAL REPRESENTATIVE, THE SIGNATURE OF THE AGENT OR LEGAL REPRESENTATIVE MAY BE REQUIRED ON THIS AGREEMENT.

(e) This Agreement includes all documents signed by Resident at the time of, or as a condition of, admission. Facility agrees to communicate to Resident the contents of this Agreement, and to obtain Resident's signature or mark upon it, except under the conditions set forth in paragraph 35.

NONDISCRIMINATION

2. Facility does not unlawfully discriminate on the basis of age, sex, race, disability, religion, nationality, sexual orientation, or alienage.

MEDI-CAL PARTICIPATION

3. FACILITY DOES NOT PARTICIPATE IN THE MEDI-CAL PROGRAM. IF RESIDENT BECOMES UNABLE TO PAY FACILITY'S CHARGES, EITHER DIRECTLY, THROUGH PRIVATE INSURANCE, OR THROUGH THE MEDICARE PROGRAM, RESIDENT WILL BE REQUIRED TO TRANSFER FROM THE FACILITY, SUBJECT TO APPLICABLE LAW AND, IF APPLICABLE, RESIDENT'S CONTINUING CARE AND RESIDENCE AGREEMENT ("RESIDENCE AGREEMENT") WITH VILLA MARIN HOMEOWNERS ASSOCIATION ("VILLA MARIN").

4. Facility agrees to provide Resident and his or her spouse, if any, with written information regarding Medi-Cal benefits and the use of separate and community property in determining eligibility for Medi-Cal. (See **Attachment A**. Please read it carefully and sign it.)

MEDICARE PARTICIPATION

5. Facility participates in the Medicare program. Qualification for Medicare coverage in this Facility is determined by the Medicare program. The Medicare program will be billed, when applicable, on Resident's behalf, with all reimbursement being made directly to the Facility.

RATES AND CHARGES

6. Explanation of pay status: a Resident of the Facility may be either a *Villa Marin Resident* or a *Private Pay Resident*. Residents in either payment category may also be on Medicare Part A status.

(a) *Villa Marin Resident* means a Resident who has executed a Residence Agreement with Villa Marin, including a Medical Contract, unless the Medical Contract contains specific provisions limiting care in the Facility or requiring the Villa Marin Resident to pay all or part of the costs of the care for which Resident was admitted or that he or she is receiving.

(b) *Private Pay Resident* means a Resident who is not a Villa Marin Resident, or who is a Villa Marin Resident who has executed a Medical Contract that specifically limits care in the Facility or requires the Villa Marin Resident to pay all or part of the costs of the care for which Resident was admitted or that he or she is receiving.

(c) *Medicare Part A* status means that Resident qualifies for Part A Medicare payments for all or part of Facility's basic daily charges for the period of such eligibility, whether through the traditional fee-for-service program or a Medicare HMO. Optional and covered services may be different for Residents on Medicare status and Residents not on Medicare status.

7. If Resident is a Villa Marin Resident, he or she shall pay the rate for basic services set forth in his or her Medical Contract with Villa Marin (the "Medical Contract"). The applicable version of the Medical Contract may be Version I, Version II, or any other version of the

Medical Contract that may be used in the future. The rate for basic services includes general nursing care, dietary services, housekeeping services, linens, bedding and an activity program. Items not included in the basic daily rate and their costs are set forth in **Attachment B**. Certain other medical costs outlined in the Medical Contract will be paid by Villa Marin.

Any additional medical costs that are not specifically covered under the Medical Contract (e.g., special duty nurses, private duty aides, dental and eye care providers, pharmacy costs) are the financial responsibility of Resident.

8. Private Pay Residents shall pay the rate set forth in **Attachment B**. Items not included in this rate and their costs are also set forth in **Attachment B**.

9. Either a Villa Marin Resident or a Private Pay Resident may be on Medicare Part A status with respect to a portion of his or her stay at the Facility. If a Villa Marin Resident qualifies for Medicare Part A coverage during a specified time, he or she will not be charged a Medicare co-payment, as set forth in the Medical Contract. However, any Villa Marin Resident who has assigned his or her Medicare benefits to a Medicare HMO will be required to pay certain charges, including Medicare co-payments and deductibles, if any, as outlined in the Medical Contract.

10. For a Private Pay Resident on Medicare Part A status, Facility will be reimbursed by the Medicare program for a specified time period (currently, the first twenty (20) days) if Resident qualifies for Medicare coverage. If Resident continues to qualify for Medicare coverage, Facility will be reimbursed by Medicare for the basic daily rate less any co-payment set by the Medicare program. The basic daily rate includes general nursing care, dietary services, housekeeping services, linens, bedding, an activity program and other items as determined by the Medicare program. In addition, private providers such as physicians, dentists, special duty nurses and eyecare providers may directly bill the Private Pay Resident who is on Medicare status. A Private Pay Resident agrees to pay all charges not covered by the Medicare program or by the Medical Contract (if applicable).

PHARMACY

11. Resident may utilize any pharmacy or buy or rent medical supplies or equipment from any supplier he or she chooses, as long as the pharmacy or other supplier agrees to comply with California law and reasonable Facility policies and procedures.

CHANGES IN RATES; MONTHLY STATEMENTS; REFUNDS

12. Facility will inform Resident in writing at least thirty (30) days before any increase in the costs of optional services or the rate for basic services.

13. A charge equal to the daily basic rate (if Resident is a Private Pay Resident) or the daily prorated portion of the monthly rate (if Resident is a Villa Marin Resident) is payable for the day

of admission, but not for the day of discharge or death. Facility agrees to provide an itemized statement of charges to Resident on a monthly basis. If Resident has signed a Residence Agreement, he/she agrees to pay the account monthly on the terms described in the Residence Agreement. If Resident has not signed a Residence Agreement, he/she agrees to pay the account monthly, with the first month's payment due upon admission, and subsequent payments due upon the first (1st) day of every month thereafter. Accounts that are more than thirty (30) days past due shall be charged interest on the unpaid balance at the maximum legal rate until the account is made current.

14. Refunds of monthly payments are computed on the basis of unused days less any outstanding charges owed to Facility. Any such charges shall be itemized. If Resident has signed a Residence Agreement, any refunds shall be paid in accordance with that Agreement. The refund of any security deposit paid by Resident shall be paid within two (2) weeks after the discharge or death of Resident, with no deduction for administration or handling charges.

TRANSFERS AND DISCHARGES

15. If Resident is to be involuntarily discharged from or transferred within Facility, Facility agrees to give reasonable, advance written notice to Resident, except in an emergency. The written notice shall state the reason for the discharge or transfer. Discharge or transfer planning as required by law shall be provided to Resident for involuntary discharges or transfers. Facility shall immediately notify the Office of the State Long-Term Care Ombudsman of the involuntary discharge.

16. Resident may voluntarily leave the Facility and cancel this Agreement at any time without advance notice.

17. (a) Facility may cancel this Agreement and discharge Resident only for the following reasons:

- (1) The transfer or discharge is necessary for Resident's welfare and Resident's needs cannot be met in the Facility.
- (2) The transfer or discharge is appropriate because Resident's health has improved sufficiently so that Resident no longer needs the services provided in the Facility.
- (3) The safety of individuals in the Facility is endangered.
- (4) The health of individuals in the Facility would otherwise be endangered.
- (5) Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare) a stay at the Facility.
- (6) The Facility ceases to operate.

(b) Notice Period - Transfers Outside Facility

Facility shall notify Resident at least thirty (30) days in advance of an involuntary transfer outside the Facility, except when:

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

18. Upon notice of discharge, Resident has the right to file a complaint with the Department of Health Services, the Office of the State Long-Term Care Ombudsman, or both.

BED-HOLDS

19. When transferred to an acute care hospital, a Resident may require that Facility keep his or her bed available up to seven (7) days for his or her return to the Facility ("bed-hold"). The charge for the bed-hold will not exceed the basic daily rate for each day. Facility agrees to inform Resident of this bed-hold option at the time of Resident's transfer to the acute care hospital. Resident agrees to notify Facility within twenty-four (24) hours of receipt of the notice whether the option will be exercised. If, due to Resident's medical condition, Resident cannot notify Facility within twenty-four (24) hours, a request for a bed-hold shall be presumed for a maximum of seven (7) days, and Resident shall be responsible for the bed-hold charges. In the event Facility fails to follow these procedures, it shall offer the next available appropriate bed to the Resident.

20. Medicare does not pay for bed-holds. If Resident is on Medicare status (whether through the traditional fee-for-service program or a Medicare HMO), and he or she wishes to avail himself or herself of the bed-hold option, he or she will be entitled to the same bed-hold privileges and obligations as set forth in paragraph 19 above.

RESIDENTS' BILLS OF RIGHTS

21. Facility assures Resident all the rights contained in the Residents' Bill of Rights existing under State and federal law, including those outlined in the Patient Self-Determination Act. All statutory and regulatory Residents' Bills of Rights are included in Attachment C as terms of this Agreement. Resident shall sign Attachment K which acknowledges, among other things, Resident's receipt of the Residents' Bills of Rights. Foreign language translation, Braille or audible transcription of the Residents' Bill of Rights may be available from the Facility upon request.

FACILITY RULES AND GRIEVANCE PROCEDURES

22. Facility maintains reasonable rules for the comfort and well-being of all of its Residents. A copy of these rules is attached as **Attachment D**. Facility also has established a procedure for suggesting changes to these rules.

23. Facility maintains a grievance procedure for the resolution of complaints about Facility rules and practices. A copy of this procedure is attached as **Attachment E**. If Resident has a complaint against Facility, Resident has the right to contact the Department of Health Services and/or the Long-Term Care Ombudsman's office. The telephone numbers for these agencies are posted in the Facility and listed in **Attachment E**.

CONSENT TO TREATMENT

24. Resident consents to routine nursing care as provided by Facility. Facility recognizes the right of Resident to be fully informed by physicians of his or her medical condition, and to be afforded the opportunity to participate in the planning of his or her medical treatment.

25. Resident has the right to refuse treatment to the extent permitted by law and to be informed of the medical consequences of such refusal. Facility encourages Resident to name someone to make health care decisions for Resident should he or she become unable to make such decisions, and shall explain to Resident the process for doing this. See **Attachment C-4**.

PERSONAL PHYSICIAN

26. Resident shall be admitted by and shall retain the services of a physician, who may be called in attendance by Facility at its discretion. If the physician is not available, Facility may call another physician for Resident.

27. In a medical emergency, Resident consents to the treatment given by medical professionals unless Resident has stated instructions to the contrary in an Advance Directive such as a Natural Death Act Directive or durable power of attorney for health care on file in Resident's medical record. Resident agrees to pay a reasonable fee for such emergency services to the extent they are not covered by the Medical Contract (if any) between Resident and Villa Marin. Facility shall make every effort to contact Resident's own physician, but if he or she is unavailable, Facility shall make arrangements for a physician or physicians to furnish emergency medical care to Resident.

PERSONAL PROPERTY AND FINANCIAL SAFEKEEPING

28. Facility has established a program designed to prevent theft and loss. The policies regarding theft and investigation procedures are posted and described in **Attachment F**.

29. Facility shall provide Resident with a written inventory of his or her personal property upon admission to Facility. This inventory shall be kept current with additions and deletions as they occur. Facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory.

30. A copy of sections 1289.3, 1289.4 and 1289.5 of the California Health and Safety Code, which establish certain obligations of the Facility with respect to preventing theft and loss, is attached to this Agreement as **Attachment G**.

31. **Attachment H** explains Facility's responsibilities with respect to protecting Residents' funds.

CONFIDENTIALITY OF AND ACCESS TO MEDICAL RECORDS

32. Resident is assured confidential treatment of his or her medical records. Facility will not release Resident's records without Resident's express written authorization unless allowed or required to do so by State or federal law or a court order. Facility agrees to give Resident access to his or her medical records during regular business hours to the extent required by law.

33. **Attachment I** contains a written form to be used when written authorization of the release of Resident's medical records or information is required by law.

PHOTOGRAPHS

34. Resident consents to Facility photographing him or her for staff identification and/or health care purposes only. Facility shall not photograph Resident for any other purpose unless Resident's written consent is obtained for that particular purpose on a document separate from this Agreement. The consent document shall describe the specific use to be made of the photograph and indicate that the photograph will be used only for that purpose. See **Attachment J**.

ACKNOWLEDGEMENT OF RECEIPT

35. Resident agrees to sign **Attachment K** acknowledging that Resident has reviewed and signed this Agreement and all Attachments to it.

RESIDENT'S SIGNATURE

36. (a) If, in the opinion of the admitting physician, Resident lacks the ability to understand or sign a legal document because of his or her medical condition, and Resident has no legal representative, then a family member or close friend may sign this Agreement on Resident's behalf.

(b) The physician shall note the medical condition which forms the basis for his or her opinion in Resident's medical record.

(c) If Resident regains the capacity to understand and sign this Agreement, its contents shall be communicated to Resident and his or her signature or legal mark¹ shall be obtained on it.

(d) No financial responsibility is incurred by the family member or friend who signs this Agreement on Resident's behalf.

Facility Representative

Date

The undersigned (including Resident or his or her legal representative, agent, family member, or close friend) has read and understands this Agreement. By signing this Agreement, the undersigned voluntarily agrees to undertake performance of all responsibilities of Resident described in this Agreement.

Resident

Date

If Resident is not able to sign:

*Other (e.g., Legal Representative,
Agent, Family Member, or Close Friend)*

Address

Telephone Number

PROVIDER DISCLOSURE STATEMENT
As Per AB1457

The following disclosures are made pursuant to Health & Safety Code Section 1599.64(c).

1. Name of Facility owner and licensee:
Villa Marin Homeowners' Association

1. Name and contact information for the single entity responsible for all aspects of patient care and operation of the Facility:

John Susko, Health Services Administrator
100 Thorndale Drive
San Rafael, California 94903

(415) 492-2405

ATTACHMENT A

NOTICE REGARDING SEPARATE PROPERTY AND ELIGIBILITY FOR MEDI-CAL

You should be aware of the following to take advantage of these provisions relating to Medi-Cal in the law:

Transfers of Property

An institutionalized spouse may transfer all his or her interest in the home to the community spouse without affecting Medi-Cal eligibility.

You should also be aware that beginning January 1, 1990, institutionalized individuals will only be allowed to transfer the nonexempt former home to:

- The spouse,
- A child who is under 21 or who is blind or totally and permanently disabled,
- A son or daughter (other than the child described above) who resided in the home for two years immediately preceding the date of entry if that son or daughter provided care which permitted the individual to reside at home rather than in the facility or institution, or
- A sibling of the institutionalized individual who has an equity interest in the home and who resided in the home for one year immediately preceding the date the institutionalized individual was admitted to the facility or institution.

The following information applies to you if you (or your spouse) meets all of the following:

- Enter a nursing facility or medical institution on or after September 30, 1989, and are expected to remain for 30 consecutive days,
- Apply for Medi-Cal on or after January 1, 1990, while institutionalized, and
- Have a spouse not in a nursing facility or medical institution.

The spouse who meets all these conditions is called an institutionalized spouse. The spouse at home is called a community spouse.

You both do not have to use all of your income or resources, such as savings, before Medi-Cal might help pay for all or some of the institutional care costs.

Effective January 1, 1990, the community spouse may keep all the income he/she

receives in his/her name. If the community spouse receives less than an amount of income established by the Department of Health Services, the institutionalized spouse may provide additional income to bring the community spouse up to that amount each month. The amount will be increased annually, beginning January 1, 1990, by the increase in the Consumer Price Index. The amount can be increased by decision of a fair hearing or through a court order for the support of the community spouse.

Effective January 1, 1990, a community spouse may keep an amount of the couple's combined community and separate property. This amount is known as the Community Spouse Resource Allowance (CSRA). It is calculated on the date of application for Medi-Cal if the institutionalized spouse was admitted on or after September 30, 1989, and applies for Medi-Cal on or after January 1, 1990, as an institutionalized spouse. The CSRA limit will be increased each year by the increase in the Consumer Price Index beginning January 1, 1990. An institutionalized spouse must be expected to remain institutionalized for a continuous period of at least 30 days before this law will apply. The institutionalized spouse may also keep up to \$2,000 (Medi-Cal property limit for one person). The law also allows the CSRA limit to be exceeded, if ordered by a court, for the "support of" the community spouse.

At any time after the date of institutionalization, either spouse may request an assessment of their property even if the institutionalized spouse is not applying for Medi-Cal. An assessment will provide the institutionalized couple with the information about how their property will be evaluated when the institutionalized spouse applies for Medi-Cal. However, by the time you apply for Medi-Cal, your property values will be different due to appreciation of real estate, accumulation of interest and dividends, and changing values of stocks and bonds, etc. In addition, the community spouse resource allowance is adjusted annually and the Medi-Cal property limits may change.

If you would like to have an assessment completed, you must make an appointment at the county welfare department. Please note that the assessment cannot be completed unless you bring with you verification of the values of all your real and personal property.

This is only a brief description of the Medi-Cal eligibility rules. For more detailed information, you should call your county welfare department and ask for the form called the "Medi-Cal General Property Limitations For All Medi-Cal Applicants" (MC Information Notice 007). You may also ask the County Welfare Department for the current Community Spouse Resource Allowance and the current maximum amount of income that the institutionalized may allocate to the community spouse. You will probably want to consult with the local branch of the State's long-term care ombudsman, an attorney, or a legal services program for seniors in your area.

I have read the above notice and have received a copy.

Dated: _____ Signature: (Applicant) _____

Dated: _____ Signature: (Spouse) _____

Dated: _____ Signature: (Spouse's Representative) _____

(DHS 7077 (2/92))

ATTACHMENT B

DAILY CHARGES FOR QUALIFYING MEDICARE STAY

Effective November 1, 2007

DAILY CHARGES:

First 20 Days of Qualifying Medicare Stay

\$0.00 per day charge

Days 21-100 of Qualifying Medicare Stay

Daily Medicare co-payment charge which is calculated annually to be equal to 1/8th of the Medicare in patient hospital cash deductible.

ITEMS INCLUDED IN DAILY CHARGES:

During Qualifying Medicare Stay:

Personal Care Supplies (soap, shampoo, razor, toothbrush, toothpaste, mouthwash, hair combs) incontinence care and supplies, over-the-counter drugs, basic personal laundry, and basic nail services.

ATTACHMENT B - 1

VILLA MARIN HOMEOWNERS' ASSOCIATION
Skilled Nursing Facility and Personal Care Unit Charges
Effective November 1, 2007

SKILLED NURSING UNIT (SNF) - BASIC DAILY RATE (Non-Medicare)

Semi-Private Room	-Villa Marin Resident	\$ 250.00
	-Non-Villa Marin Resident	\$ 275.00

ITEMS NOT INCLUDED IN RATE FOR BASIC SERVICES

In addition to the basic daily rate, there are supplies and services that are not included in routine care. These may include, and are not limited to the following:

- Incontinent Supplies (non-medicare)
- Personal Care Supplies
- Ancillary Medical Supplies (non-medicare)
- Therapies (non-medicare)
- Pharmacy (non-medicare)
- Durable Medical Equipment (personal)
- Private Telephone
- Cable Television

ATTACHMENT B-2

ITEMS NOT INCLUDED IN RATE FOR BASIC SERVICES

ITEMS NOT INCLUDED IN BASIC DAILY RATE

Item description	Cost	Per
Abdominal Pad Tray (sterile)	\$ 14.54	Each
Adaptic 3x3 (sterile) - 50/box	\$ 57.85	Box
Carra Gauze Wound Dressing (2x2)	\$ 7.79	Each
Carra Gauze Wound Dressing (4x4)	\$ 11.25	Each
Comfel 4x4 - 5/box	\$ 54.34	Box
Conform 1x5 yards (n/s) - 24/bag	\$ 13.70	Bag
Conform 3x5 yards (n/s) - 12/bag	\$ 10.33	Bag
Conform 4x5 yards (n/s) - 12/bag	\$ 15.57	Bag
Cotton Tipped Applicator - 10 bag/box	\$ 14.36	Box
Cotton Tipped Applicator, Sm.- 10 bag/box	\$ 8.66	box
Critic Aid - 6 oz./tube	\$ 23.92	tube
Cutinova 2x2 - 10/box	\$ 65.00	box
Cutinova 4x4 - 5/box	\$ 66.15	box
Duoderm 4x4 (sterile) - 5/box	\$ 63.00	box
Eggcrate 4"	\$ 33.01	each
Elbow Pad	\$ 11.14	pair
Female Catheter Kit	\$ 11.21	each
Foot Elevator, Quilted	\$ 29.75	pair
Gauze Sponge 2x2 (n/s) 200/tray	\$ 6.71	tray
Gauze Sponge 2x2 (sterile) 100/tray	\$ 8.66	tray
Gauze Sponge 4x4 (n/s) 200/tray	\$ 17.21	tray
Gauze Sponge 4x4 (sterile) 50/tray	\$ 7.70	tray
Humidifier - Misty Ox (sterile)	\$ 11.79	each
Humidifier - with Cannula	\$ 6.91	each
Iamin Hydrating Gel Wound dressing	\$ 34.63	each
Incontinent Supp.- Under Pads - 100/case	\$ 81.00	case
Incontinent Supp.- Under Pads - 10/bundle	\$ 11.25	bundle
Incontinent Supp.- Undergarments 120/cse	\$ 90.00	case
Incontinent Supp.- Undergarments 30/bndl	\$ 28.13	bundle
Incontinent Supp.- X-Large Diaper 64/case	\$ 81.00	case
Incontinent Supp.- X-Large Diaper 6/bndl	\$ 16.88	bundle

Incontinent Supp.- Large Diaper 72/case	\$ 81.00	case
Incontinent Supp.- Large Diaper 12/bundle	\$ 16.88	bundle
Incontinent Supp.- Medium Diaper 6/cse	\$ 81.00	case
Incontinent Supp.- Medium Diaper 12/bndl	\$ 16.88	bundle
Incontinent Supp.- Small Diaper 96/case	\$ 81.00	case
Incontinent Supp.- Small Diaper 12/bndl	\$ 13.50	bundle
Iodine Cup s/s 6oz	\$ 12.78	each
Kerlix Rolls 4.5" (n/s) - 12/box	\$146.15	box
Latex Gloves, Large	\$ 6.98	box
Latex Gloves, Medium	\$ 6.98	box
Latex Gloves, Small	\$ 6.98	box
Leg Bag with Strap	\$ 20.90	box
Mitten, Padded	\$ 35.82	pair
Multidex Gel Wound Dressing	\$ 12.35	each
Nu Gauze Padding Strip	\$ 9.72	bottle
Opsite 4x4 - 50/box	\$139.52	box
Opsite IV Wound Dressing - 100/box	\$ 94.79	box
Oxygen, Large Tank	\$ 21.72	tank
Oxygen, Small Tank	\$ 14.99	tank
Polymem Dressing 3.5x3.5	\$ 9.90	each
Polymem Dressing 4x4	\$ 12.38	each
Posey Soft Belt	\$ 25.54	each
Powder Free Gloves, Large	\$ 11.93	box
Powder Free Gloves, Medium	\$ 11.93	box
Powder Free Gloves, Small	\$ 11.93	box
Profore - 5/box	\$ 49.19	box
PVD Iodine Prep - 100/box	\$ 8.01	box
Scopettes Jr. 8" - 100/box	\$ 20.52	box
Seat Commode Sling Mesh	\$166.03	each
Sheepskin Bed Rail Pad	\$ 89.82	pair
Side Rail Padding	\$ 89.82	pair
Sling Vanderlift	\$530.89	each
Staple Remover –Disp	\$ 10.91	each
Steristrips 1/2x4 - 100/box	\$221.36	box
Steristrips 1/4x1.5 - 100/box	\$139.16	box
Steristrips 1/4x3 - 100/box	\$138.47	box
Steristrips 1/8x3 - 100/box	\$138.47	box
Suction with Connecting Tube	\$ 7.04	each
Suture Kit	\$ 33.01	each
Swabstick - PVP 25/box	\$ 14.22	box
Sween Cream 2 oz	\$ 12.04	each
Sween Cream 9 oz	\$ 21.33	each

Tegaderm 2 3/8 x 2 – 100/box	\$121.16	box
Telfa Island Dressing Adhesive - 100/box	\$ 20.77	box
Telfa Pad Plain 2x3 (sterile) - 100/box	\$ 24.66	box
Telfa Pad Plain 3x4 (sterile) - 100/box	\$ 41.54	box
Universal Sling	\$ 12.29	each
Vaseline Gauze 3x9 - 50/box	\$107.82	box
Vest Restraint	\$ 25.54	each
Vinyl Gloves, Large	\$ 8.42	box
Vinyl Gloves, Medium	\$ 8.42	box
Vinyl Gloves, Small	\$ 8.42	box
Washcloth, Hygienic	\$ 8.46	box
Wrist Brace, Elastic Left, Large	\$ 16.11	each
Wrist Brace, Elastic Left, Medium	\$ 16.11	each
Wrist Brace, Elastic Left, Small	\$ 16.11	each
Wrist Brace, Elastic Right, Large	\$ 16.11	each
Wrist Brace, Elastic Right, Medium	\$ 16.11	each
Wrist Brace, Elastic Right, Small	\$ 16.11	each
Xeroform 4x4 - 25/box	\$ 81.95	box
Xeroform 5x9 - 50/box	\$165.47	box
Cable Television per TV	\$ 27.24	per month
Telephone Charges	\$ 12.85	per month

Physical, Occupational, Speech Therapy

Application of long leg splint	\$100.95	Tx
Biofeedback Perilurorectal	\$ 98.41	Tx
Biofeedback, any method	\$ 72.56	Tx
Application of paste boot	\$ 66.99	Tx
Application of lower leg splint	\$ 88.12	Tx
Application of foot splint	\$ 70.34	Tx
Apply neurostimulator	\$ 42.83	Tx
Speech & Hearing Evaluation	\$141.68	Tx
Speech/Hearing therapy	\$119.62	Tx
Speech/Hearing therapy group	\$ 99.77	Tx
Oral function evaluation (Clinical Eval. Swallowing function)	\$ 69.56	Eval
Oral function therapy (Swallowing Tx.)	\$124.64	Tx
Limb muscle testing, manual	\$ 45.87	Tx
Hand muscle testing, manual	\$ 41.58	Tx
Body muscle testing, excluding hands	\$ 59.81	Tx

Body muscle testing, including hands	\$ 65.04	Tx
Range of motion measurements	\$ 42.46	Tx
Range of motion measurements, hand	\$ 34.08	Tx
Assessment of aphasia, per hour	\$115.41	Hour
PT evaluation	\$105.46	Eval
PT re-evaluation	\$ 57.28	Re-eval
OT evaluation	\$113.52	Eval
OT re-evaluation	\$ 71.00	Re-eval
Hot or Cold packs therapy	\$ 22.88	Unit
Mechanical traction therapy	\$ 21.16	Tx
Electric Stimulation therapy	\$ 20.76	Tx
Vasopneumatic device therapy	\$ 20.76	Tx
Paraffin bath therapy	\$ 10.19	Tx
Whirlpool therapy	\$ 22.07	Tx
Infrared therapy	\$ 7.21	Tx
Electrical stimulation, 15 minutes	\$ 40.00	Unit
Contrast bath therapy, 15 minutes	\$ 40.00	Unit
Ultrasound therapy, 15 minutes	\$ 40.00	Unit
PT treatment	\$ 16.95	Tx
Hydrotherapy, 15 minutes	\$ 40.00	Unit
Therapeutic exercises, 15 minutes	\$ 40.00	Unit
Neuromuscular re-education, 15 minutes	\$ 40.00	Unit
Aquatic therapy exercises, 15 minutes	\$ 40.00	Unit
Ultraviolet	\$ 8.77	Tx
Swallowing Eval; with radio opq	\$ 75.53	Eval
Microwave therapy	\$ 7.21	Tx
Diathermy therapy	\$ 7.21	Tx
Gait Training, 15 minutes	\$ 40.00	Unit
Massage therapy, 15 minutes	\$ 40.00	Unit
Physical medicine procedure, 15 minutes	\$ 40.00	Unit
Manual Therapy, 15 minutes	\$ 40.00	Unit
Group therapeutic procedures	\$ 27.04	Tx
Orthotic training, 15 minutes	\$ 40.00	Unit
Prosthetic training, 15 minutes	\$ 40.00	Unit
Therapeutic Activities, 15 minutes	\$ 40.00	Unit
Self care management training, 15 minutes	\$ 40.00	Unit
Community/work reintegration, 15 minutes	\$ 40.00	Unit
Wheelchair management training, 15 minutes	\$ 40.00	Unit
Prosthetic checkout, 15 minutes	\$ 40.00	Unit
Physical performance test, 15 minutes	\$ 40.00	Unit
Cognitive skills development, 15 minutes	\$ 40.00	Unit
Electric current therapy, 15 minutes (Ionto therapy)	\$ 40.00	Unit

Sensory Integration, 15 minutes	\$ 40.00	Unit
Wound care-Selective	\$ 58.70	Tx
Electrical Stimulation unattended	\$ 30.30	Tx
Electrical Stimulation other than wound	\$ 30.30	Tx

SNF Residents with Medicare Part A Status will continue to receive personal care supplies, incontinence care and supplies, over-the-counter drugs, basic personal laundry, and basic nail services at no extra charge.

*note: See page 12 for items, including incontinent supplies, where there is no additional charge for Skilled Nursing Residents with Medicare Part A Status.

*note: Costs for all items/services not included in the basic daily rate will be updated and posted to the extent possible.

ATTACHMENT C-1

RESIDENT'S BILL OF RIGHTS (STATUTORY) California Health and Safety Code Section 1599.1

Written policies regarding the rights of residents shall be established and shall be made available to the resident, to any guardian, next of kin, sponsoring agency or representative payee, and to the public. Those policies and procedures shall ensure that each resident admitted to the facility has the following rights and is notified of the following facility obligations, in addition to those specified by regulation:

- (a) The facility shall employ an adequate number of qualified personnel to carry out all of the functions of the facility.
- (b) Each resident shall show evidence of good personal hygiene, be given care to prevent bedsores, and measures shall be used to prevent and reduce incontinence for each resident.
- (c) The facility shall provide food of the quality and quantity to meet the residents' needs in accordance with physicians' orders.
- (d) The facility shall provide an activity program staffed and equipped to meet the needs and interests of each resident and to encourage self-care and resumption of normal activities. Residents shall be encouraged to participate in activities suited to their individual needs.
- (e) The facility shall be clean, sanitary, and in good repair at all times.
- (f) A nurses' call system shall be maintained in operating order in all nursing units and provide visible and audible signal communication between nursing personnel and residents. Extension cords to each resident's bed shall be readily accessible to residents at all times.
- (g) If a facility has a significant beneficial interest in an ancillary health service provider or if a facility knows that an ancillary health service provider has a significant beneficial interest in the facility, as provided by subdivision (a) of Section 1323, or if the facility has a significant beneficial interest in another facility, as provided by subdivision (c) of Section 1323, the facility shall disclose that interest in writing to the resident, or his or her representative, and advise the resident, or his or her representative, that the resident may choose to have another ancillary health service provider, or facility, as the case may be, provide any supplies or services ordered by a member of the medical staff of the facility.

ATTACHMENT C-2

RESIDENT'S BILL OF RIGHTS (REGULATORY) 22 California Code of Regulations Section 72527

(a) Written policies regarding the rights of residents shall be established and shall be available to the resident, to any guardian, next of kin, sponsoring agency or representative payee and to the public. Such policies and procedures shall ensure that each resident admitted to the facility shall have the following rights and be notified of the facility's obligations:

(1) To be fully informed as evidenced by the resident's written acknowledgment prior to or at the time of admission and during stay, of these rights and of all rules and regulations governing resident conduct.

(2) To be fully informed, prior to or at the time of admission and during stay, of services available in the facility and of related charges, including any charges for services not covered by the facility's basic per diem rate or not covered under Titles XVIII or XIX of the Social Security act.

(3) To be fully informed by a physician of his or her total health status and to be afforded the opportunity to participate on an immediate and ongoing basis in the total plan of care, including identification of medical, nursing, and psychosocial needs and the planning of related services.

(4) To consent to or to refuse any treatment or procedure or participation in experimental research.

(5) To receive all information that is material to an individual resident's decision concerning whether to accept or refuse any proposed treatment or procedure. The disclosure of material information for administration of psychotherapeutic drugs or physical restraints or the prolonged use of a device that may lead to the inability to regain use of a normal bodily function shall include the disclosure of information listed in Section 72528(b).

(6) To be transferred or discharged only for medical reasons or the resident's welfare or that of other residents or for nonpayment for his or her stay and to be given reasonable advance notice to ensure orderly transfer or discharge. Such actions shall be documented in the resident's health record.

(7) To be encouraged and assisted throughout the period of stay to exercise rights as a resident and as a citizen and to this end, voice grievances and recommend changes in policies and services to facility staff and/or outside representatives of the resident's choice, free from restraint, interference, coercion, discrimination or reprisal.

(8) To manage personal financial affairs or to be given at least a quarterly accounting of financial transactions made on the resident's behalf should the facility accept written delegation of this responsibility subject to the provisions of Section 72529.

- (9) To be free from mental and physical abuse.
- (10) To be assured confidential treatment of financial and health records and to approve or refuse their release, except as authorized by law.
- (11) To be treated with consideration, respect and full recognition of dignity and individuality, including privacy in treatment and in care of personal needs.
- (12) Not to be required to perform services for the facility that are not included for therapeutic purposes in the resident's plan of care.
- (13) To associate and communicate privately with persons of the resident's choice and to send and receive personal mail, unopened.
- (14) To meet with others and participate in activities of social, religious and community groups.
- (15) To retain and use personal clothing and possessions as space permits, unless to do so would infringe upon the health, safety or rights of the resident or other residents.
- (16) If married, to be assured privacy for visits by the resident's spouse and if both are residents in the facility, to be permitted to share a room.
- (17) To have daily visiting hours established.
- (18) To have visits from members of the clergy at any time at the request of the resident or the resident's representative.
- (19) To have visits from persons of the resident's choosing at any time if the resident is critically ill, unless medically contra-indicated.
- (20) To be allowed privacy for visits with family, friends, clergy, social workers or for professional or business purposes.
- (21) To have reasonable access to telephones and to make and receive confidential calls.
- (22) To be free from any requirement to purchase drugs or rent or purchase medical supplies or equipment from any particular source in accordance with the provisions of Section 1320 of the Health and Safety Code.
- (23) To be free from psychotherapeutic drugs and physical restraints used for the purpose of resident discipline or staff convenience and to be free from psychotherapeutic drugs used as a chemical restraint as defined in Section 72018, except in an emergency which threatens to bring immediate injury to the resident or others. If a chemical restraint is administered during an emergency, such medication shall be only that which is required to treat the emergency condition and shall be provided in ways that are least restrictive of the personal liberty of the resident and used only for a specified and limited period of time.

(24) Other rights as specified in Health and Safety Code, Section 1599.1.

(25) Other rights as specified in Welfare and Institutions Code, Sections 5325 and 5325.1, for persons admitted for psychiatric evaluations or treatment.

(26) Other rights as specified in Welfare and Institutions Code Sections 4502, 4503 and 4505 for residents who are developmentally disabled as defined in Section 4512 of the Welfare and Institutions Code.

(b) A resident's rights, as set forth above, may only be denied or limited if such denial or limitation is otherwise authorized by law. Reasons for denial or limitation of such rights shall be documented in the resident's health record.

(c) If a resident lacks the ability to understand these rights and the nature and consequences of proposed treatment, the resident's representative shall have the rights specified in this section to the extent the right may devolve to another, unless the representative's authority is otherwise limited. The resident's incapacity shall be determined by a court in accordance with state law or by the resident's physician unless the physician's determination is disputed by the resident or resident's representative.

(d) Persons who may act as the resident's representative include a conservator, as authorized by Parts 3 and 4 of Division 4 of the Probate Code (commencing with Section 1800), a person designated as attorney-in-fact in the resident's valid durable power of attorney for health care, resident's next of kin, other appropriate surrogate decision-maker designated consistent with statutory and case law, a person appointed by a court authorizing treatment pursuant to Part 7 (commencing with Section 3200) of Division 4 of the Probate Code, or, if the resident is a minor, a person lawfully authorized to represent the minor.

(e) Residents' rights policies and procedures established under this section concerning consent, informed consent and refusal of treatments or procedures shall include, but not be limited to the following:

(1) How the facility will verify that informed consent was obtained or a treatment or procedure was refused pertaining to the administration of psychotherapeutic drugs or physical restraints or the prolonged use of a device that may lead to the inability of the resident to regain the use of a normal bodily function.

(2) How the facility, in consultation with the resident's physician, will identify consistent with current statutory case law, who may serve as a resident's representative when an incapacitated resident has no conservator or attorney-in-fact under a valid Durable Power of Attorney for Health Care.

ATTACHMENT C-3

RESIDENT'S FEDERAL RIGHTS (OBRA)

As a resident of Facility, you have the following rights under federal law and regulation:

A. Medical Care and Treatment

1. To be fully informed in language that you can understand of your total health status, including your medical condition.
2. To choose your personal attending physician.
3. To be informed of the name and specialty of and of how to contact the physician responsible for your care.
4. To be fully informed in advance about your care and treatment and about treatment that may affect your well-being.
5. To participate in planning your care and treatment or changes in your care and treatment, unless you are determined to be incompetent or incapacitated under state law.
6. To a statement of your rights under State law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment, and the right to formulate advance directives, not to be discriminated against on the basis of whether you have executed such a directive, and to receive a written statement of the facility's policies respecting the implementation of such rights.
7. To have the facility immediately inform you, consult with your physician, and, if known, notify a legal representative or interested family member, when any of the following occurs:
 - (a) An accident involving you results in injury and has the potential for requiring physician intervention;
 - (b) A significant change occurs in your physical, mental or psychosocial status;
 - (c) A need arises to significantly alter your treatment, or
 - (d) A decision to transfer or discharge you from the facility is made.
8. To refuse treatment and to refuse to participate in experimental research.
9. To the following information about requirements and procedures for establishing Medicaid eligibility:

You may be or become eligible for Medicaid benefits if you apply and meet certain criteria. Generally, to receive full benefits you must be a citizen or lawful resident alien, and not have property or assets in excess of a dollar value established by the State. To apply, contact your County Welfare Department. Certain assets, such as a home, car, furnishings and clothing may be exempt from consideration in determining your eligibility, and if you are married you can request a "Section 1924(c)" review from the County to determine the extent of your and your spouse's non-exempt resources, and to attribute to your spouse a fair share of resources that cannot be considered available to pay for your medical care in your process of "spending down" to Medicaid eligibility levels. Certain transfers of property or assets made by you without fair compensation within 36 months, and in some cases, within 60 months, prior to your application may disqualify you from eligibility for a period of time. To the extent you have certain available income in excess of the State-established maintenance need amount, you may be required to pay a share of the cost of Medicaid services. A more detailed explanation of the requirements and procedures for obtaining Medi-Cal coverage can be obtained from the County Welfare office.

10. To oral and written information about how to apply for Medicare and Medicaid benefits and how to receive refunds for previous payments covered by such benefits.

11. Not to be required to waive, or defer your right to apply for, Medicare or Medicaid benefits as a condition of admission or continued stay at the facility. If you are Medicaid-eligible, the facility also may not solicit or receive any payment or gift in excess of Medicaid reimbursement as a condition of admission, expedited admission or continued stay at the facility, or require you to have a third party guaranty your payments at the Facility.

B. Services

1. To reside and receive services in the facility with reasonable accommodation of your individual needs and preferences, except when your health or safety or that of other resident would be endangered.

2. To be informed before or at the time of admission, and periodically during your stay, of services available in the facility and of the charges for those services, including any charges for services not covered under Medicare or by the facility's daily rate.

3. If you are entitled to Medicaid benefits, to be informed in writing at the time of admission, or when you become eligible for Medicaid, of the items and services that are included under the State Medicaid plan for which you may not be charged, and of those other items and services that the facility offers and for which you may be charged, and the amount of any charges for those services, and of any changes made to such items and services.

C. Activities

1. To participate in social, religious and community activities that do not interfere with the rights of other residents.

2. To choose activities, schedules, and healthcare consistent with your interests,

assessments and plan of care.

3. To interact with members of the community both inside and outside the facility.
4. To organize and participate in resident groups in the facility.
5. For your family to meet in the facility with the families of other facility residents.
6. For a resident or family group to have private meeting space, to invite staff or visitors to attend meetings, to have a designated staff person responsible for providing assistance and responding to written requests resulting from group meetings, and to have the facility listen to the views of and act upon any concerns and recommendations of residents or their families concerning proposed policy and operational decisions affecting resident care and life in the facility.

D. Financial Affairs

1. To manage your financial affairs and not to be required to deposit personal funds with the facility.
2. To have the facility hold, safeguard, manage, and account for your personal funds, when deposited with the facility upon your written authorization, in the following manner:
 - (a) To have funds in excess of \$50 if the resident is on Medi-Cal and in excess of \$100 if the resident is on Medicare deposited in an interest-bearing account that is separate from the facility's operating funds and that credits earned interest to you.
 - (b) To have funds that do not exceed the thresholds described in Section D.2 above deposited in an account or petty cash that may or may not bear interest.
 - (c) To have the facility maintain and establish a system that assures full, complete and separate accounting, according to generally accepted accounting principles, of your personal funds entrusted to the facility, without commingling your funds with those of the facility or anyone except another resident.
 - (d) To have available to you or your legal representative on request quarterly statements of your individual financial record.
 - (e) If you are a Medicaid beneficiary, to be notified when your account reaches \$200 less than the SSI resource limit for one person, and notified that if the account plus your other non-exempt assets reaches the resource limit, you may lose eligibility for Medicaid or SSI.
 - (f) To a final accounting and conveyance of funds to your estate within 30 days, in the event of your death.
 - (g) To have the facility purchase a surety bond or other assurance satisfactory to the Secretary of Health and Human Services covering all residents' personal funds on deposit.

(h) To be free of charges against personal funds for any item or services for which payment is made by Medicaid or Medicare.

3. To be free of charges for any item or service that you do not request.

4. To be free from a requirement to request any item or service as a condition of admission or continued stay.

5. To be informed by the facility when an item or service which you have requested will result in a charge to you and to be informed of the amount of the charge.

E. Basic Personal Rights

1. To a dignified existence, self-determination, and communication with and access to persons and services inside and outside of the facility.

2. To be cared for in a manner and in an environment that promotes maintenance or enhancement of your quality of life.

3. To be cared for in a manner and in an environment that maintains or enhances your dignity and respect, in full recognition of your individuality.

4. To personal privacy and confidentiality of your personal and clinical records, including privacy in accommodations (but not necessarily a private room), medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups.

5. To make choices about aspects of your life in the facility that are significant to you.

6. To exercise your rights as a resident of the facility and as a citizen or resident of the United States.

7. To exercise your rights without interference, coercion, discrimination, or reprisal from the facility.

F. Specific Personal Rights

1. To send and receive mail promptly that is unopened, except business or financial mail that you have authorized the Facility to handle on your behalf.

2. To have access to stationery, postage and writing implements at your own expense.

3. To have reasonable access to the private use of a telephone.

4. To have immediate access to a representative of the Secretary of the Department of Health and Human Services or the state, to your personal physician, to the state long-term care ombudsman, and if applicable, to the state agency responsible for protection and advocacy for developmentally disabled or mentally ill persons.

5. Subject to your right to deny or withdraw consent at any time, to have reasonable access to your immediate family or other relatives, and, subject to reasonable restrictions, access to other visitors.

6. To reasonable access to you by any entity or individual that provides health, social, legal, or other services to you, subject to your right to deny or withdraw consent at any time.

7. To retain and use personal possessions including some furnishings, and appropriate clothing as space permits, unless to do so would infringe on the rights or health and safety of other residents.

8. To share a room with your spouse, if you are married, and your spouse lives in the Facility and both you and your spouse consent.

9. To self-administer drugs if the interdisciplinary team at the facility has determined that the practice is safe for you.

10. To perform services for the facility if you choose, provided that the facility has documented the need or desire for work in the plan of care, the plan specifies the nature of the services and whether the services are voluntary or paid, compensation for paid services is at or above prevailing rates, and you agree to the work arrangement as described in the plan of care.

11. To refuse to perform services for the facility.

12. To be free from any physical or chemical restraint administered for purposes of discipline or convenience, and not required to treat your medical symptoms.

13. To be free from verbal, sexual, physical, or mental abuse, corporal punishment, and involuntary seclusion.

G. Transfer and Discharge

1. To be transferred or discharged from the facility only if (a) it is necessary for your welfare and your needs cannot be met in the facility, (b) it is appropriate because your health has improved sufficiently so that you no longer need the services provided by the facility, (c) the safety of individuals in the facility is endangered, (d) the health of individuals in the facility would otherwise be endangered, (e) you have failed, after reasonable and appropriate notice to pay for or to have paid under Medicare or Medicaid a stay at the facility, or (f) the facility ceases to operate.

2. To have at least thirty (30) days' advance written notice, in a language and manner

you understand, given to you, and if known, a family member or your legal representative, of your transfer or discharge from the facility; except that notice may be given as soon as practicable before transfer or discharge when (a) the health or safety of individuals in the facility is or would be endangered, (b) your health improves sufficiently to allow a more immediate transfer or discharge, (c) an immediate transfer or discharge is required by your urgent medical need, or (d) you have not resided in the facility for 30 days. The notice shall state the reason for the transfer or discharge, the effective date, the location to which you will be transferred or discharged, and a statement that you have the right to appeal the action to the appropriate state agency, and the name, address, and telephone number of the State long-term care ombudsman [or, if applicable, of the agency responsible for the protection and advocacy for developmentally disabled or mentally ill individuals].

3. To be sufficiently prepared and oriented to insure a safe and orderly transfer or discharge from the facility.

4. To refuse a transfer between a Medicare-certified and a Medicaid-certified distinct part within the facility, without affecting your Medicaid eligibility or benefits.

5. To written notice, both before the Facility allows you to transfer for hospitalization or for therapeutic leave and at the time of any such transfer, to you and a family member or legal representative specifying the duration of the bed-hold policy, if any, during which you will be entitled to resume residence at the facility and specifying the Facility's policies regarding bed-hold periods during which a resident is permitted to return. If you are Medicaid-eligible and require the facility's services, you are entitled to readmission immediately upon the first availability of a bed in a semi-private room, even if the bed-hold period under the State plan has been exceeded.

H. Notices and Records

1. To verbal and written notice in language that you understand of your rights and of all rules and regulations governing resident conduct and your responsibilities during your stay in the facility, prior to or upon admission, and as needed during your stay.

2. To be promptly notified, and if known, have your legal representative or interested family member notified, when there is a change in your room or roommate assignment or a change in resident rights under federal or state law or regulations.

3. Upon oral or written request, to have access to all records pertaining to you within twenty-four (24) hours (excluding weekends and holidays), and to purchase photocopies at a reasonable cost upon two (2) working days' notice.

4. To approve or refuse the release of personal and clinical records to any individual outside the facility, except when you are transferred to another health care institution or when record release is required by law.

5. To examine the results of the most recent survey of the facility conducted by federal or state surveyors or any plan of correction in effect with respect to the facility, and to have posted the survey results or notice of availability of the results for examination in a place

readily accessible to you.

I. Grievances; Resident Advocacy

1. To receive information from agencies acting as resident advocates and to be afforded the opportunity to contact agencies.
2. To voice grievances with respect to treatment or care that is or fails to be furnished without discrimination or reprisal for voicing the grievances.
3. To have the facility make a prompt effort to resolve any grievances that you may have, including those with respect to the behavior of other residents.
4. To file a complaint with the state survey and certification agency in the event of resident abuse, neglect, or misappropriation of resident property in the facility.
5. To the following information:

Long-Term Care Ombudsman
10 N. San Pedro Road #1022
San Rafael, CA 94903
Phone: (415)499-7446

State of California
Department of Health Services
Licensing & Certification
2170 Northpoint Parkway
Santa Rosa, CA 95407
Phone: (707)576-6775

ATTACHMENT C-4

YOUR RIGHT TO MAKE DECISIONS ABOUT MEDICAL TREATMENT

This brochure explains your rights to make health care decisions and how you can plan what should be done when you can't speak for yourself.

A federal law requires us to give you this information. We hope this information will help increase your control over your medical treatment.

Who decides about my treatment?

Your doctors will give you information and advice about treatment. You have the right to choose. You can say "Yes" to treatments you want. You can say "No" to any treatment you don't want -- even if the treatment might keep you alive longer.

How do I know what I want?

Your doctor must tell you about your medical condition and about what different treatments can do for you. Many treatments have "side effects." Your doctor must offer you information about serious problems that medical treatment is likely to cause you.

Often, more than one treatment might help you--and people have different ideas about which is best. Your doctor can tell you which treatments are available to you, but your doctor can't choose for you. That choice depends on what is important to you.

What if I'm too sick to decide?

If you can't make treatment decisions, your doctor will ask your closest available relative or friend to help decide what is best for you. Most of the time, that works. But sometimes everyone doesn't agree about what to do. That's why it is helpful if you say in advance what you want to happen if you can't speak for yourself. There are several kinds of "advance directives" that you can use to say *what* you want and *who* you want to speak for you.

One kind of advance directive under California law lets you name someone to make health care decisions when you can't. This form is called a *Durable Power of Attorney for Health Care*.

Who can fill out this form?

You can if you are 18 years or older and of sound mind. You do not need a lawyer to fill it out.

Who can I name to make medical treatment decisions when I'm unable to do so?

You can choose an adult relative or friend you trust as your "agent" to speak for you when you're too sick to make your own decisions.

How does this person know what I would want?

After you choose someone, talk to that person about what you want. You can also write down in the DURABLE POWER OF ATTORNEY FOR HEALTH CARE when you would or wouldn't want medical treatment. Talk to your doctor about what you want and give your doctor a copy of the form. Give another copy to the person named as your agent. And take a copy with you when you go into a hospital or other treatment facility.

Sometimes treatment decisions are hard to make and it truly helps your family and your doctors if they know what you want. THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE also gives them legal protection when they follow your wishes.

What if I don't have anybody to make decisions for me?

You can use another kind of advance directive to write down your wishes about treatment. This is often called a "living will" because it takes effect while you are still alive but have become unable to speak for yourself. The California Natural Death Act lets you sign a living will called a DECLARATION. Anyone 18 years or older and of sound mind can sign one.

When you sign a DECLARATION, it tells your doctors that you don't want any treatment that would only prolong your dying. All life-sustaining treatment would be stopped if you were terminally ill and your death was expected soon, or if you were permanently unconscious. You would still receive treatment to keep you comfortable, however.

The doctors must follow your wishes about limiting treatment or turn your care over to another doctor who will. Your doctors are also legally protected when they follow your wishes.

Are there other living wills I can use?

Instead of using the DECLARATION in the Natural Death Act, you can use any of the available living will forms. You can use a DURABLE POWER OF ATTORNEY FOR HEALTH CARE form without naming an agent. Or you can just write down your wishes on a piece of paper. Your doctors and family can use what you write in deciding about your treatment. But living wills that don't meet the requirements of the Natural Death Act don't give as much legal protection for your doctors if a disagreement arises about following your wishes.

What if I change my mind?

You can change or revoke any of these documents at any time as long as you can communicate your wishes.

Do I have to fill out one of these forms?

No, you don't have to fill out any of these forms if you don't want to. You can just talk with your doctors and ask them to write down what you've said in your medical chart. And you can talk with your family. But people will be more clear about your treatment wishes if you write them down. And your wishes are more likely to be followed if you write them down.

Will I still be treated if I don't fill out these forms?

Absolutely. You will still get medical treatment. We just want you to know that, if you become too sick to make decisions, someone else will have to make them for you. Remember that:

A DURABLE POWER OF ATTORNEY FOR HEALTH CARE lets you name someone to make treatment decisions for you. That person can make most medical decisions--not just those about life-sustaining treatment--when you can't speak for yourself. Besides naming an agent, you can also use the form to say when you would and wouldn't want particular kinds of treatment.

***if you don't have someone you want to name to make decisions when you can't, you can sign a NATURAL DEATH ACT DECLARATION. This DECLARATION says that you do not want life-prolonging treatment if you are terminally ill or permanently unconscious.*

How Can I get more information about advance directives?

Ask your doctor, nurse, or social worker to get more information for you. The California Consortium on Patient Self-Determination prepared the preceding text which has been adopted by the California Department of Health Services to implement Public Law 101-508.

ATTACHMENT D

FACILITY RULES FOR RESIDENT CONDUCT (AS OF 2/98)

1. Food may not be given to residents by friends or family members without prior authorization by nursing staff. Food which remains at a Resident's bedside must be placed in sealed plastic containers.
2. Medications may not be given to Residents by friends or family members. Medications may not be left at a Resident's bedside without prior authorization and documentation in the medical record. Medications are administered by licensed nursing personnel unless the Facility staff has determined that the Resident is able to safely self-administer medications, and the medical record verifies such a decision.
3. Clothing and personal items must be entered on the Resident's personal property inventory list at the time they are brought to the Resident. Clothing and personal items must be labeled with the Resident's name.
4. Volume on televisions and radios must be maintained at a level that does not disturb other Residents.
5. Visitors taking Residents out of the Facility must first obtain an order by the physician and must sign the Resident out at the nurses' station.
6. Residents shall not give money or personal property to staff members.
7. Smoking is not permitted in the interior of the building, but is permitted in designated outdoor areas.
8. Visiting hours are open, but visitors will be asked to leave if they violate the rights of other Residents.
9. Residents shall not give orders to staff members. Personnel problems will be handled by supervisors.
10. Resident behavior shall not interfere with the rights of other Residents.
11. Grievances shall be processed through the formal grievance procedure. Residents are encouraged to acknowledge their concerns immediately to the charge nurse, Associate Director of Nursing, Director of Health Services, or Administrator.
12. Private-duty providers are guests in the Facility and shall not have privileges reserved for Residents and staff. Residents or their responsible parties shall assure that private duty providers comply with all applicable Facility rules, including rules that pertain directly to private duty providers.
13. Personal property and room furnishings shall be limited to a type and amount which can be

safely placed in the Resident's room. Personal property shall not be placed in common areas.

14. Electrical appliances must be inspected by Facility staff before they are placed in a Resident's room.
15. Only dietary staff members are permitted in the kitchen.

ATTACHMENT E

GRIEVANCE PROCEDURES FOR RESOLUTION OF COMPLAINTS

Residents or their representatives may contact the Assistant Director of Nursing, the Director of Health Services, or the Administrator to present any grievances. If none of these people is able to resolve the grievance to the Resident's satisfaction, Facility shall encourage the resident or his/her representative to send a written statement of the grievance to the Chief Executive Officer and request further action.

The Resident Council meets monthly. The Council will consider any written or verbal suggestions or problems presented at the meeting. The Resident Council will also receive suggestions relating to changes in Facility rules. These will be included in the minutes of the meeting to be reviewed by the Director of Nurses or Health Center Administrator. As necessary, an appropriate plan of action will be implemented to resolve the problem.

Residents have a right to file grievances with the Long-Term Care Ombudsman and/or California Department of Health Services. The local addresses and telephone numbers of these agencies follow:

Long-Term Care Ombudsman
10 N. San Pedro Road #1022
San Rafael, CA 94903
Telephone: (415)499-7446

State of California
Department of Health Services
Licensing & Certification
2170 Northpoint Parkway
Santa Rosa, CA 95407
Telephone: (707) 576-6775

ATTACHMENT F

POLICY: THEFT AND LOSS OF RESIDENT PERSONAL PROPERTY

Facility shall make reasonable efforts to protect the personal property of residents in a manner which will comply with regulatory requirements and protect the facility from liability.

PROCEDURE:

1. Facility's Policy and Procedure on theft and loss will be publicly posted.
2. All residents and/or residents' representative will be furnished with a copy of Sections 1289.3, 1289.4 and 1289.5 of the California Health and Safety Code in the admission packet. Prospective residents/representatives will be furnished with a copy on request.
3. Upon admission, the Facility representative will advise against the retention of jewelry, valuables, or monies by the resident. The resident and/or resident's representative will be advised that the resident may have a locked drawer for his/her valuables.
4. A written resident personal property inventory will be made at the time of admission by the nursing staff and retained during the resident's stay. A copy of this inventory will be given to the resident and/or residents' representative.
5. A receipt for all personal belongings and valuables will be given to and signed for by the resident/residents' representative by the facility personnel when appropriate.
6. Residents' personal property will be identified with the resident's name by the family or by facility personnel, to the extent feasible.
7. Subsequent items brought into or removed from the Facility will be added or deleted from the inventory list at the written request of the resident and/or residents' representative.
8. Personal property items which will routinely be removed from the Facility for maintenance or cleaning, will be excluded from the inventory list at the resident and/or residents' representative's request.
9. Belongings of residents who are discharged or who expire are stored and retained in a secured area by facility personnel for thirty (30) days following notification of the resident's representative or the public administration agency by facility personnel. Belongings not claimed at the end of thirty (30) days will be appropriately disposed of.
10. Residents and/or residents' representatives will be encouraged to report loss or theft of personal property as soon as possible to the charge nurse. When Facility personnel are aware that a resident's personal property is missing, they shall also report the loss or theft to the charge nurse immediately.
11. Facility personnel shall diligently search for the reported lost or stolen items throughout the Facility. A Missing Personal Property Report shall be completed by the charge nurse for

any item which has not been found within eight (8) hours after being reported lost or stolen. These reports will be retained in the Facility for a period of one year.

12. Within thirty-six (36) hours, the Administrator (or his or her designee) shall promptly notify the local law enforcement agency if he/she has reason to believe that property valued at \$100.00 or more was stolen. This action shall be documented on the Missing Personal Property Report.
13. The Facility shall monitor its efforts to control theft and loss through its Administrative Staff, which shall maintain a log of all reports of lost or stolen personal property with a value of twenty-five dollars (\$25.00) or more. Missing personal property reports will be reviewed and recommendations will be made at least semi-annually at Administrative Staff Meetings.
14. All employees will be oriented to the policy/procedure regarding theft and loss within ninety (90) days of employment. In-service training on theft and loss will be conducted on an annual basis.
15. If an investigation produces evidence that a facility employee has stolen a resident's personal property, the employee shall be terminated/prosecuted to the extent of the law and a report filed with the State Department of Health Services Professional and Certification Branch as appropriate.

ATTACHMENT G

SECTION 1289.3, CALIFORNIA HEALTH & SAFETY CODE:

- (a) A long-term health care facility, as defined in Section 1418, which fails to make reasonable efforts to safeguard resident property shall reimburse a resident for or replace stolen or lost resident property at its then current value. The facility shall be presumed to have made reasonable efforts to safeguard resident property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1289.4. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.

- (b) A citation shall be issued if the long-term care health facility has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1289.4. The department shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.

- (c) The department shall not determine that a long-term health care facility's program is inadequate based solely on the occasional occurrence of theft or loss in a facility.

SECTION 1289.4, CALIFORNIA HEALTH & SAFETY CODE:

A theft and loss program shall be implemented by long-term health care facilities within 90 days after January 1, 1988. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.

- (b) Orientation to the policies and procedures for all employees within 90 days of employment.

- (c) Documentation of lost and stolen resident property with a value of twenty-five dollars (\$25) or more and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Health Services, the county health department, or law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:
 - (1) A description of the article.
 - (2) Its estimated value.
 - (3) The date and time the theft or loss was discovered.
 - (4) If determinable, the date and time the loss or theft occurred.
 - (5) The action taken.

- (d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the long-term health care facility. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible

party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are not subject to addition or deletion from the inventory, such as personal clothing or laundry, which are subject to frequent removal from the facility.

(e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a signed receipt.

(f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident without a representative or known heirs as specified by Section 1145 of the California Probate Code.

(g) Documentation, at least semi-annually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator, and when feasible, the resident council.

(h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and, as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.

(i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe resident property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Health Services and law enforcement agencies.

(j) Maintenance of a secured area for residents' property which is available for safekeeping of resident property upon the request of the resident or the resident's responsible party. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked areas upon request.

(k) A copy of this section and Sections 1289.3 and 1289.5 is provided by a facility to all of the residents and their responsible parties, and available upon request, to all of the facility's prospective residents and their responsible parties.

(l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.

SECTION 1289.5, CALIFORNIA HEALTH & SAFETY CODE:

No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a long-term health care facility, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

ATTACHMENT H

PROTECTING RESIDENTS' PERSONAL FUNDS

1. The Resident has the right to manage his or her financial affairs, and Facility may not require Residents to deposit their personal funds with Facility.
2. Management of personal funds: Upon written request of a Resident, Facility will hold, safeguard, manage and account for the personal funds of the Resident deposited with Facility.
3. Deposit of funds:
 - a. Funds in excess of \$100 (Residents on Medicare status): Facility must deposit any Resident's personal funds in excess of these amounts in an interest-bearing account that is separate from any of Facility's operating accounts, and that credits all interest earned on the Resident's account to his or her account.
 - b. Funds that do not exceed thresholds above: Facility must maintain a Resident's personal funds that do not exceed the thresholds above in a non-interest-bearing account or petty cash fund.
4. Accounting and records: Facility must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each Resident's personal funds entrusted to Facility on the Resident's behalf.
 - a. The system must preclude any commingling of Resident funds with facility funds or with the funds of any person other than another Resident.
 - b. The individual financial record must be available on request to the Resident or his or her legal representative.
5. Notice of certain balances: Facility must notify each Resident that receives Medicaid benefits.
 - a. When the amount in the Resident's account reaches \$200 less than the SSI resource limit for one person; and
 - b. That, if the amount in the account, in addition to the value of the Resident's other nonexempt resources, reaches the SSI resource limit for one person, the Resident may lose eligibility for Medicaid or SSI.
6. Conveyance upon death: Upon the death of a Resident with a personal fund deposited with Facility, Facility must convey promptly the Resident's funds, and a final accounting of those funds, to the individual administering the Resident's estate.
7. Assurance of financial security: Facility must purchase a surety bond, or provide self-insurance to assure the security of all personal funds of Residents deposited with Facility.
8. Limitation on charges to personal funds: Facility may not impose a charge against the personal funds of a Resident for any item or service for which payment is made under Medi-Cal or Medicare.

ATTACHMENT I

ACKNOWLEDGEMENT OF CERTAIN MANDATORY DISCLOSURES OF MEDICAL INFORMATION

Certain Mandatory Disclosures

Skilled Nursing Facilities for Medicare are required to conduct functional capacity and health status assessments known as the Minimum Data Set (MDS). As of June 22, 1998 all certified skilled nursing facilities are required to electronically transmit this information to the state. The state will transmit the data to a federal repository of the Health Care Financing Administration. The data is required and protected under the Federal Privacy Act of 1974, social Security Act Sections 1819(f), 1819(b), 1919(b)(3)(4), and 1864 and the MDS Long Term Care Systems of Records. The primary use of the information will be to (1) track changes in health and function status over time for evaluation purposes,(2) for the purposes of improving the quality of care and survey purposes and (3) to receive reimbursement for Medicare services.

The information will be entered into the Long-Term Minimum Data Set system and may be disclosed only under certain circumstances. Most of the use of the data will be for aggregate purposes (not specific to a client), for research, contracts, surveys, Federal Bureau of Census, Department of Justice reviews, administrative purposes such as quality of care evaluations and to prevent fraud and abuse. A congressional office may review a specific record for certain purposes at the request of the client or their legally authorized representative.

Date: _____

Signed: _____
Resident/Personal Representative/Spouse
(Circle One)

Printed Name

ATTACHMENT I-1

**AUTHORIZATION FOR USE OR DISCLOSURE
OF MEDICAL INFORMATION**

A. EXPLANATION

This authorization for use or disclosure of medical information is being requested of you to comply with the terms of the Confidentiality of Medical Information Act of 1981, Section 56, et seq., California Civil Code.

B. AUTHORIZATION

I hereby authorize Villa Marin Skilled Nursing Facility ("Facility") to furnish

to _____ medical records and information
(Name of Requester)

pertaining to the medical history, mental or physical condition, services rendered, or
treatment of _____.
(Name of Resident)

This authorization is limited to the following medical records and type of information:

_____.

C. USES

The Requester may use the medical records and type of information authorized only for the following purposes:

_____.

D. DURATION

This authorization shall become effective immediately and shall remain in effect until

(Date)

E. RESTRICTIONS

I understand that Requester may not further use or disclose the medical information unless another authorization is obtained from me or unless such use or disclosure is specifically required or permitted by law.

F. ADDITIONAL COPY

I further understand that I have a right to receive a copy of this authorization upon my request. Copy requested and received: YES ____ NO ____ Initial _____

G. SIGNATURE

Date Signed (Resident/Representative*/Spouse**)

If signed by other than Resident, indicate relationship

Witness

* A Legal Representative is the resident's conservator or an "attorney-in-fact" under a Durable Power of Attorney for Health Care. A personal representative or beneficiary of the deceased resident's estate may also sign the authorization form.

** A spouse may only authorize release of medical information for use in processing an application for the resident for a health insurance plan or policy, a nonprofit hospital plan, a health care service plan, or any employee benefit plan, where the resident is to be enrolled as a spouse or dependent under the plan.

NOTE: This form must be in at least eight-point type.

ATTACHMENT J

**CONSENT TO BE PHOTOGRAPHED
FOR PARTICULAR PURPOSES**

I hereby consent to being photographed by Villa Marin Skilled Nursing Facility
("Facility") for the following purpose(s): _____

and to Facility's use of such photograph(s) for the same purposes.

I do not authorize Facility to take or use my photograph for any other purpose.

Date: _____

Signed: _____
Resident/Personal Representative/Spouse
(Circle One)

Typed name

ATTACHMENT K
ACKNOWLEDGMENT

Resident's Name (printed) _____

Resident acknowledges receiving a copy of the following documents:

1. An executed Skilled Nursing Admission Agreement. (A copy shall remain in Resident's financial file for the duration of his or her residency in the Facility.)
2. Notice Regarding Separate Property and Eligibility for Medi-Cal (**Attachment A**).
3. Resident's Bills of Rights (including State statutory and regulatory rights and federal rights) (**Attachment C**).
4. Facility Rules for Resident Conduct (**Attachment D**).
5. Grievance Procedures for Resolution of Complaints (**Attachment E**).
6. All other Attachments to the Skilled Nursing Facility Admission Agreement.

(Complete only one of the following)

(Initial)_____ Resident does not choose to issue an Advance Directive at this time.

(Initial)_____ Resident has chosen to issue an Advance Directive, which is included with his or her medical record.

Facility Representative *Date*

Resident *Date*

If Resident is not able to sign:

Other (Legal Representative, Agent, Title or Relationship *Date*
Family Member, or Close Friend)

Address *Telephone Number*

^{1.} Legal Mark - A legal mark is used by residents who cannot sign because of infirmity or illiteracy but not due to legal incompetency. Resident must draw an "X" or other preferred mark where the signature should be. The mark must be signed and dated by two witnesses who observe Resident make the mark. If Resident is physically unable to hold the pen, Facility may ask Resident if he/she consents to the Agreement's terms. If Resident consents to the terms, Facility may execute the mark on behalf of Resident. The mark must be signed and dated by two witnesses who observe Facility personnel make the mark. The mark need not be notarized.