

Resident Rights Policy



RESIDENT RIGHTS POLICY:

This facility will promote and protect the rights of residents in accordance with IDAPA 16.03.22-Residential Care or Assisted Living Facilities in Idaho. Upon admission to this facility, each resident will be informed orally and in writing of their legal rights during their stay at this facility. Each resident will receive a copy of the Residents' Rights, with a signed copy to also be included in the resident's record. Residents' Rights will be conspicuously posted in this facility at all times.

REQUIREMENTS FOR RESIDENTS' RIGHTS:

Resident Records:

This facility will maintain and keep current records of the specific information required on each resident. Upon request, a resident will be provided access to information in his/her record. These records include the following:

1. A copy of the resident's current Negotiated Service Agreement and physician or authorized provider's order.
2. Written acknowledgement that the resident received copies of the rights.
3. A record of all personal property and funds (if any) that the resident entrusted to the facility, including copies of receipts related to the resident's property.
4. Information about any specific health problems of the resident that may be useful in a medical emergency.
5. The name, address, and telephone number of an individual identified by the resident who should be contacted in the event of an emergency or death of the resident.
6. Any other health-related, emergency, or pertinent information which the resident requests the facility to keep on record.
7. The current admission agreement between the resident and the facility.

Privacy:

Residents are assured privacy with regard to accommodations, medical, and other treatments, written and telephone communications, personal mail, visits, and meetings of family and resident groups.

Humane Care and Environment:

Residents have the right to humane care and a humane environment, including:

1. The right to a diet that is consistent with any religious or health-related restrictions.
2. The right to refuse a restricted diet.
3. The right to a safe and sanitary living environment.

Each resident has the right to be treated with dignity and respect, including:

1. The right to be treated in a courteous manner by staff.
2. The right to receive a response from the facility to any request of the resident within a reasonable time.
3. The right to be communicated with, orally or in writing, in a language they understand. If the resident's knowledge of English or the predominant language of the facility is inadequate for comprehension, a means to communicate in a language familiar to the resident will be available and implemented. These methods may include bilingual staff, electronic communication devices, other communication devices, sign language, family and friends to translate and/or assist in communication. The method implemented will assure the resident's right of confidentiality, if the resident desires.

Personal Possessions:

Each resident has the right to:

1. Wear his/her own clothing
2. Determine his/her own dress and hair style
3. Retain and use his own personal property in his own living area to help maintain individuality and personal dignity

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4. Be provided a separate storage area in his own living area and at least one (1) locked drawer or cabinet for keeping personal property. If the resident is not capable of managing a lock and key, other arrangements, including family members, will become the responsible party to assist the resident with the locked drawer or cabinet.

Management of Personal Funds:

The resident must give this facility written authorization to manage his funds;

1. This facility will manage any amount of a resident's personal funds no greater than \$100.00. This facility will maintain personal funds in a petty cash fund.
2. This facility will assure a full and complete accounting of each resident's personal funds, maintain a written record of all financial transactions involving each resident's personal funds deposited with this facility, and afford the resident (or legal representative of the resident) a reasonable access to such record.
3. Upon the death of a resident with such an account, this facility will promptly convey the resident's personal funds (and a final accounting of such funds) to the individual administering the resident's estate. For clients of the Department, the remaining balance of funds will be refunded to the Department.

Access and Visitation Rights:

This facility will permit:

1. Immediate access to any resident by any representative of the Department, by the state Ombudsman for the elderly or his designees, by Co-AD or their designees for individuals with a developmental disability and/or mental illness, by the Idaho Alliance for Mental Illness or their designee for individuals with a mental illness, or by the resident's individual physician;
2. Immediate access to a resident, subject to the resident's right to deny or withdraw consent at any time, by immediate family or other relatives;
3. Immediate access to a resident, subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, by others who are visiting with the consent of the resident;
4. Reasonable access to a resident by any entity or individual that provides health, social, legal, or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.

Employment:

Each resident shall have the right to refuse to perform services for the facility except as contracted for by the resident and the administrator of the facility. If the resident is hired by the facility to perform services as an employee of the facility, the wage paid to the resident and withholding taxes shall be consistent with state and federal law.

Confidentiality:

Each resident shall have the right to confidentiality of personal and clinical records.

Freedom from Abuse, Neglect, and Restraints:

Each resident will have the right to be free from physical, mental or sexual abuse, neglect, corporal punishment, involuntary seclusion, and any physical or chemical restraints.

Freedom of Religion:

Each resident will have the right to practice the religion of his choice or to abstain from religious practice. Residents will also be free from the imposition of the religious practices of others.

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Control and Receipt of Health-Related Services:

Residents have the right to control his/her receipt of health-related services, including:

1. The right to retain the services of his own personal physician, dentist, and/or other health care professionals.
2. The right to select the pharmacy or pharmacist of his choice so long as it meets the statute and rules governing residential care or assisted living and the policies and procedures of the residential care or assisted living facility.
3. The right to confidentiality and privacy concerning his medical condition, dental condition, and treatment.
4. The right to refuse medical services based on informed decision making. Refusal of treatment does not relieve the facility of its obligations under this chapter.
 - a. This facility will document that the resident and his legal guardian have been informed of the consequences of the refusal.
 - b. This facility will document that the resident's physician or authorized provider has been notified of the resident's refusal.

Grievances:

Each resident has the right to voice and file a grievance with respect to treatment or care that is (or fails to be) furnished, without discrimination or reprisal for voicing the grievance, and the right to prompt efforts by this facility to resolve grievances the resident may have, including those with respect to the behavior of other residents.

Participation in Resident and Family Groups:

Each resident has the right to organize and participate in resident groups in this facility and the right of the resident's family to meet in the facility with families of the other residents in the facility.

Participation in Other Activities:

Each Resident has the right to participate in social, religious, and community activities that do not interfere with the rights of other residents in the facility.

Examination of Survey Results:

Each resident has the right to examine, upon reasonable request, the results of the most recent survey of the facility conducted by the Licensing and Survey Agency with respect to the facility and any plan of correction in effect with respect to the facility.

Access By Advocates and Representatives:

This facility will permit advocates and representatives of community legal services programs, whose purposes include rendering assistance without charge to residents, to have access to the facility at reasonable times in order to:

1. Visit, talk with and make personal, social services programs, and legal services available to all residents;
2. Inform residents of their rights and entitlements, and their corresponding obligations under state, federal and local laws by distribution of educational materials or discussion in groups, or with individuals or both;
3. Assist residents in asserting their legal rights regarding claims for public assistance, medical assistance, and social security benefits, and all other matters in which residents are aggrieved. This assistance may be provided individually, or in a group basis, and may include organizational activity, counseling, and litigation;
4. Engage in all other methods of assisting, advising, and representing residents so as to extend to them the full enjoyment of their rights;
5. Communicate privately and without the restrictions with any resident who consents to the communication;
6. Observe all common areas of the facility.

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Access by Protection and Advocacy System:

This facility will permit advocates and representatives of the protection and advocacy system designated by the governor under 42 U.S.C. Section 15043 and 42 U.S.C. Section 10801 et seq., access to residents, facilities, and records in accordance with applicable federal statutes and regulations.

Access by the Long Term Care Ombudsman:

This facility will permit advocates and representatives of the long term care ombudsman program pursuant to 42 U.S.C. Section 3058, Section 67 5009, Idaho Code, and IDAPA 15.01.03, "Rules Governing the Ombudsman for the Elderly Program," access to residents, facilities, and records in accordance with applicable federal and state law, rules, and regulations.

Transfer or discharge:

Each resident has the right to be transferred or discharged only for medical reasons, or for his welfare or that of other residents, or for non-payment for his stay. In non-emergency conditions, the resident will be given at least thirty (30) calendar days notice of discharge. A resident has the right to appeal any involuntary discharge.

Citizenship Rights:

Each resident has a right to be encouraged and assisted to exercise rights as a resident and as a citizen, including the right to be informed and to vote.

Advanced Directives:

Residents have the right to be informed, in writing, regarding the formulation of an advanced directive to include applicable State law, Section 39-4510, Idaho Code.

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NOTICE OF RESIDENTS' RIGHTS:

This facility will:

Inform Residents Orally and in Writing:

Each resident will be informed orally and in writing, at the time of admission to this facility, of his legal rights during the stay at this facility.

Written Statements:

This facility will make available to each resident, upon reasonable request, a written statement of such rights. If and when rights are changed, each resident will be notified in writing.

Written Description of Rights:

This facility will assure that a written description of legal rights under Section 560 includes a description of the protection of personal funds and a statement that a resident may file a complaint with the Idaho Department of Health and Welfare respecting resident abuse and neglect and misappropriation of resident property in this facility.

Posting of Resident Rights:

This facility will conspicuously post the Residents' Rights at all times.

Resident Business Records:

Resident business records will contain the records described as follows:

Individual Responsible for Payment:

The name, address, and telephone number of the individual responsible for payment will be part of each resident's record.

Written Admissions Agreement:

A copy of the written admission agreement, signed and dated by the administrator and the resident or legal guardian/conservator, will be part of each resident's record.

Payment Schedule:

A copy of the payment schedule and fee structure, signed and dated by the resident or legal guardian/conservator, will be part of the resident's record unless included in the admission agreement.

Resident Rights:

A signed copy of the resident's right as identified in Section 550 of IDAPA 16.03.22-Residential Care or Assisted Living Facilities in Idaho or a signed and dated statement that the resident or his legal guardian/conservator has read and understands his rights of a resident of this facility and will be part of each resident's record.

Completion of Admissions Process:

The name and title of the facility representative who completed the admission process with the resident or legal guardian/conservator will be part of each resident's record.

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Agreement to Handle Resident's Funds:

If this facility agrees to handle funds for any resident, there will be a signed and dated written agreement between the facility and the resident or the resident's legal guardian/conservator regarding the terms of the agreement. Each financial transaction will be documented at the time the transaction occurs and will include the signature of the administrator or his designee and the resident or the resident's legal guardian/conservator.

Emergency Condition Advisory:

Each resident's record will contain documentation indicating the resident or legal guardian/conservator has been advised of actions required under emergency conditions.

Resident Care Records:

The administrator will assure that this facility's policies and procedures for resident care records are implemented and meet the requirements described as follows:

Resident Demographics:

Resident records required for admission to this facility will include:

1. Name
2. Permanent address, if other than this facility
3. Marital status
4. Gender
5. Date and place of birth
6. Name and address of emergency contacts
7. Admission date and where admitted from.

Providers of Choice:

Providers of choice who provide additional services to the resident, including the following professionals, will provide their name, address, and telephone numbers to this facility.

1. Physician or authorized provider
2. Dentist
3. Pharmacy
4. Any others, including home health, hospice, psychological or psychiatric services rehabilitation specialists, case managers, etc.

Religious Affiliation:

The resident's care record will contain religious affiliation information, if the resident chooses to share that information. Religious affiliation of any type is not required for admission to this facility.

Prior History and Physical:

The results of a history and physical examination performed by a physician or authorized provider within six (6) months prior to admission will be required for any individual seeking admission to this facility and be included in the permanent record of any resident.

Prescribed Medication and Treatment List:

A list of medications, diet, treatment, and any limitations prescribed for the resident will be signed and dated by the physician or authorized provider giving the order.

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Social Information:

Social information, including the resident's social history; hobbies; and interests, will be obtained by this facility through interviews with the resident, family members, legal guardian/conservator, or outside service providers.

Initial Uniform Assessment:

Each resident's record will contain the initial uniform assessment.

Initial Interim Plan and Negotiated Service Agreement:

Each resident's record will contain the resident's initial signed and dated interim plan and Negotiated Service Agreement (NSA).

Ongoing Resident Care Records:

The administrator of this facility will assure that policies and procedures for ongoing resident care records are implemented and meet the requirements as follows:

Behavior Management Records:

This facility will have behavior management records for residents when applicable. The records will document requirements in Section 225 and Subsection 320.02 of IDAPA 16.03.22-Residential Care or Assisted Living Facilities in Idaho. The records will include the following:

1. The date and time a specific behavior was observed
2. What interventions were used
3. The effectiveness of the intervention

Complaints:

This facility will assure that the individual resident's record documents complaints and grievances, the date the complaint was received, the investigation, outcome, and the response to the individual who made the grievance or complaint.

Involuntary Discharge:

This facility's records will contain documentation of:

1. Efforts by this facility to resolve the situation for an involuntary discharge of the resident.
2. A copy of the signed and dated notice of discharge of the resident.

Refusal of Care Consequences:

This facility will maintain documented evidence that if the resident refuses care or services, the resident has been informed of the consequences of the refusal and the notification of the resident's physician or authorized provider being notified.

Assessments:

A copy of the resident's uniform assessment, including the admission assessment, and all assessments for the prior eighteen (18) months after the admission to this facility will be maintained in the resident's record.

Negotiated Service Agreement:

This facility will maintain in the resident's record all signed and dated negotiated services agreements, including the admission Negotiated Service Agreement, and any modification and new agreements for the prior eighteen (18) months.

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Care Plans:

Signed and dated copies of all care plans prepared by outside service agencies, if appropriate, to include who is responsible for the integration of care and services, will be maintained in the resident's record.

Care Notes:

Resident records will include care notes that are signed and dated by the person providing the care and services and will include the following:

1. When the Negotiated Service Agreement is not followed, such as the resident's refusal, and the response of this facility
2. Delegated nursing tasks, such as treatments, wound care, and assistance with medications.
3. Unusual events such as incidents, reportable incidents, accidents, altercations and the response of this facility
4. Calls to the resident's physician or authorized provider, the reason for the call, and the outcome of the call
5. Notification of the licensed professional nurse of a change in the resident's physical or mental condition
6. Notes of care and services provided by outside contract entities, such as nurses, home health, hospice, case managers, psychosocial rehabilitation specialists, or service coordinator

Current List of Medications, Diet and Treatments:

A current list of medications, diet, and treatments prescribed for the resident, signed and dated by a physician or authorized provider giving the order will be maintained in the resident's record.

Six-Month Review of Medications:

Written documentation that is signed and dated by the physician or authorized provider documenting their every six (6) month review, for possible dose reduction, of the resident's use of psychotropic or behavioral modifying medications will be maintained in the resident's file.

Medications Not Taken:

Documentation of any medication refused by the resident, not given to the resident, or not taken by the resident with the reason for the omission will be maintained in the resident's record.

PRN Medication:

Documentation of all PRN medication with the reason for taking the medication will be maintained in the resident's record.

Nurse Assessments:

Nursing assessments, signed and dated from the licensed professional nurse documenting the requirements in Section 305 of IDAPA 16.03.22-Residential Care or Assisted Living Facilities in Idaho, will be maintained in the resident's record.

Discharge Information:

The date of the discharge, the location to where the resident was discharged, and a disposition of the resident's belongings will be maintained in the resident's record.

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Resident's Rights

It shall be the policy of this residential care facility to guarantee the following rights to our residents:

Resident Records

This facility will maintain and keep current a record of the specific information on each resident. Upon request a resident will be provided access to information in his/her record. A copy of the Negotiated Service Agreement and physician or authorized provider's order. Written acknowledgement that the resident has received copies of the rights. A record of all personal property and funds that the resident has entrusted to the facility, including copies of receipts for the property. Information about any specific health problems of the resident that may be useful in a medical emergency. The name, address, and telephone number of an individual identified by the resident who should be contacted in the event of an emergency or death of the resident. Any other health related, emergency, or pertinent information which the resident requests the facility to keep on record. The current admission agreement between the resident and the facility. Upon reasonable request, a written statement of such rights and when the rights change the resident is notified.

Privacy

Residents are assured the right to privacy with regard to accommodations, medical and other treatment, written and telephone communications, visits, personal mail, and meetings of family and resident groups.

Humane Care and Environment

Residents have the right to humane care and humane environment, i.e., diet consistent with any religious or health related restrictions, the right to refuse a restricted diet, and the right to a safe and sanitary living environment. Each resident has the right to be treated with dignity and respect, including the right to be treated in a courteous manner by staff, the right to receive a response from the facility to any request of the resident within a reasonable time and the right to be communicated with, orally or in writing, in a language they understand. The facility will make available communication in a familiar language by bilingual staff, electronic communication devices, family or friends to translate and with confidentiality; if resident desires.

Personal Possessions

Each resident has the right to wear his own clothing; determine his own dress and hair style; retain and use his own personal property in his own living area so as to maintain individuality and personal dignity; be provided a separate storage area in his own living area and at least one (1) locked drawer or cabinet if the resident is capable of managing a lock and key and requests this specifically, for keeping personal property.

Personal Funds

Residents whose board and care are paid by public assistance will retain, for their personal use, the difference between their total income and the applicable board and care allowance established by department rules. Facility must not require resident to deposit his/her personal funds with the facility, but once the facility accepts written authorization by the resident, it must hold, safeguard, and account for such personal funds under a system established and maintained by the facility in accordance with Health and Welfare regulations that account for the resident's personal funds. A resident may file a complaint with the department respecting resident abuse and neglect and misappropriation of resident property in the facility.

Management of Personal Funds

Upon the facility's acceptance of written authorization of a resident, the facility must manage and account for the personal funds of the resident deposited with facility as follows:

The facility must deposit any amount of a resident's personal funds in excess of five (5) times the personal needs allowance in an interest bearing account (or accounts) that is separate from any of the facility's operating accounts and credit all interest earned on such separate account to such account. The facility must maintain any other personal funds in a non-interest bearing account or petty cash fund.

The facility must assure a full and complete separate accounting of each resident's personal funds, maintain a written record of all financial transactions involving each resident's personal funds deposited with the facility, and afford the resident, (or a legal representative of the resident) reasonable access to such record.

And upon death of a resident with such an account, the facility must promptly convey the resident's personal funds (and a final accounting of such funds) to the individual administering the resident's estate. For clients of the department, the remaining balance of funds must be refunded to the department.

Access and Visitation Rights

The facility must permit immediate access to the resident by any representative of the Department, the state Ombudsman for the elderly or his designees, or by the resident's individual physician.

Immediate access to a resident, subject to the resident's right to deny or withdraw consent at any time, by immediate family or other relatives;

Immediate access to a resident, subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, by others who are visiting with the consent of the resident;

And reasonable access to a resident by any entity or individual that provides health, social, legal or other services to the resident, subject to the resident's right to deny or withdraw consent at any time,

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Employment

Each resident shall have the right to refuse to perform services for the facility except as contracted for by the resident and the administrator of the facility. If the resident is hired by the facility to perform services as an employee of the facility, the wage paid to the resident must be consistent with state and federal law.

Confidentiality

Each resident must have the right to confidentiality of personal and clinical records.

Freedom from Abuse, Neglect, and Restraints

Each resident shall have the right to be free from physical, mental or sexual abuse, neglect, corporal punishment, involuntary seclusion, and any physical or chemical restraints.

Freedom of Religion

Each resident must have the right to practice the religion of his choice or to abstain from religious practice. Residents shall be free from the imposition of the religious practices of others.

Control and Receipt of Health-Related Services

Each resident must have the right to control his receipt of health related services, including the right to retain the services of his own personal physician, dentist, and other health care professionals. The right to select the pharmacy or pharmacist of his choice so long as it meets the statute and rules governing residential care or assisted living and the policies and procedures of the residential care or assisted living facility; and the right to confidentiality and privacy concerning his medical or dental condition and treatment.

The right to refuse medical services based on informative decision making. Refusal of treatment does not relieve the facility of its obligations under this chapter as follows: the facility must document the resident and his legal guardian have been informed of the consequences of the refusal; and the facility must document that the resident's physician or authorized provider has been notified of the resident's refusal.

Grievances

Each resident must have the right to voice grievances with respect to treatment or care that is (or fails to be) furnished, without discrimination or reprisal for voicing the grievance and the right to prompt efforts by the facility to resolve grievances the resident may have, including those with respect to the behavior of other residents.

Participation in Resident and Family Groups

Each resident must have the right to organize and participate in resident groups in the facility and the right of the resident's family to meet in the facility with the families of other residents in the facility.

Participation in Other Activities

Each resident must have the right to participate in social, religious, and community activities that do not interfere with the rights of other residents in the facility.

Examination of Survey Results

Each resident must have the right to examine, upon reasonable request, the results of the most recent survey of the facility conducted by the licensing and Survey Agency with respect to the facility and any plan of correction in effect with respect to the facility.

Access by Advocates and Representatives

The facility must permit advocates and representatives of community legal services program, whose purposes include rendering assistance without charge to residents, to have access to the facility at reasonable times in order to:

Visit, talk with and make personal, social services programs and legal services available to all residents.

Inform residents of their rights and entitlements, their corresponding obligations under state, federal and local laws by distribution of educational materials and discussion in groups and with individuals.

Assist residents in asserting their legal rights regarding claims for public assistance, medical assistance, and social security benefits, as well as in all other matters in which residents are aggrieved, that may be provided individually, or in a group basis, and may include organizational activity, counseling and litigation.

Engage in all other methods of assisting, advising, and representing residents so as to extend to them the full enjoyment of their rights.

Communicate privately and without restrictions with any resident who consents to the communication. And observe all common areas of the facility.

Access by Protection and Advocacy System

The facility must permit advocates and representatives of the protection and advocacy system designated by the governor under 42 U.S.C. Section 15043 and 42 U.S.C. Section 10801 et seq., access to residents, facilities, and records in accordance with applicable federal statutes and regulations.

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Access by the Long Term Care Ombudsman

The facility must permit advocates and representatives of the long term care ombudsman program pursuant to 42 U.S.C. Section 3058, Section 67 5009, Idaho Code, and IDAPA 15.01.03, "Rules Governing the ombudsman for the elderly Program", access to residents, facilities, and records in accordance with applicable federal statutes and regulations.

Posting of Pertinent Advocacy Groups

The names, addresses and telephone numbers of all pertinent advocacy groups shall be readily available in the facility for resident access. These groups shall include but are not limited to: The state licensing agency; the state Ombudsman for elderly; Co-AD, Inc., Idaho's Protection and Advocacy System for individuals with a disability; Idaho Alliance for Mental Illness for individuals with a mental illness; and Adult Protection.

Transfer or Discharge

Each resident must have the right to be transferred or discharged only for medical reasons, or for his welfare of that or other residents, or for nonpayment for his stay. In non-emergency conditions, the resident must be given at least thirty (30) calendar days notice of discharge. A resident has the right to appeal any involuntary discharge.

Citizenship Rights

Each resident has a right to be encouraged and assisted to exercise rights as a resident and as a citizen, including the right to be informed and to vote.

Advanced Directives

Residents have the right to be informed, in writing, regarding the formulation of an advanced directive to include applicable State law, Section 39-4510, Idaho Code.

Participation in the Development of the Negotiated Service Agreement

Each resident must have the opportunity to participate in the development of, review of, and changes to his Negotiated Service Agreement. Residents, or their legal guardians, must be advised of alternate courses of care and their consequences when such alternatives are available. The resident's preference about alternatives must be elicited and considered in the development of the NSA.

Other Rights

Each resident must have any other right established by law.

I HAVE READ AND UNDERSTAND the Resident's Rights and have been given a copy.

Resident / Representative's Signature:

Date:

Administrator Signature:

Date:

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NEGOTIATED SERVICE AGREEMENT POLICIES

This facility will enter into a Negotiated Service agreement with each resident. This agreement will provide for the coordination of services and instruction to the staff of this facility; clearly identify the resident; describe the services to be provided to the resident; and how the services are to be delivered.

REQUIREMENTS FOR THE NEGOTIATED SERVICE AGREEMENT (NSA):

The Negotiated Service Agreement for each resident will be completed and signed no later than fourteen (14) calendar days from the date of the resident's admission to this facility. A written interim plan of care will be developed and used while the Negotiated Service Agreement is being completed.

USE OF NEGOTIATED SERVICE AGREEMENT:

Each resident, regardless of the source of funding, will enter into a Negotiated Service Agreement (NSA). The Negotiated Service Agreement (NSA) provides for coordination of services and instruction to the staff of this facility. Upon completion, the Negotiated Service Agreement (NSA) will clearly identify the resident; describe the services to be provided to the resident; the frequency of any services provided; and how the services are to be delivered. This facility will implement the Negotiated Service Agreement (NSA) of each resident.

KEY ELEMENTS OF THE NEGOTIATED SERVICE AGREEMENT (NSA):

Each resident's agreement will include the following:

1. Resident's uniform assessment or assessment based on the uniform assessment criteria
2. Level of support in activities of daily living
3. Health services determined necessary by the resident's physician or authorized provider
4. Level of assistance for medications
5. Frequency of needed services
6. Scope of needed assistance
7. Habilitation needs, to specify the program being used if applicable
8. Training needs, to specify the program being used if applicable
9. Identification of specific behavioral symptoms, situations that trigger the behavior symptoms and the specific interventions for each behavioral symptom documented in an individualized behavior plan
10. Physician or authorized provider's signed and dated orders
11. Admission records
12. Community support systems
13. Resident desires
14. Transfer plans
15. Discharge plans
16. Identification of individual services being provided by other providers and who providing the service
17. Other identified needs

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SIGNATURE, DATE, AND APPROVAL OF AGREEMENT:

The administrator and resident or legal guardian for the resident or conservator for the resident must sign and date the Negotiated Service Agreement (NSA) upon its completion.

REVIEW DATE:

The Negotiated services Agreement (NSA) will include the next scheduled date of review.

DEVELOPMENT OF THE SERVICE AGREEMENT:

The resident, and other relevant persons as identified by the resident, will be included in the development of the service agreement. Licensed and professional staff will be involved in the development of the service agreement as applicable.

PROVISION OF COPY OF AGREEMENT:

Signed copies of the agreement will be given to the resident or resident's legal guardian or resident's legal conservator, and a copy placed in the resident's record file, no later than fourteen (14) calendar days from date of admission.

RESIDENT CHOICE:

Each resident at this facility will be given the choice and control of how and what services the facility or external vendors will provide, to the extent the resident can make choices. The resident's choice will not violate the provisions of Section 39-3307 (1), Idaho Code.

PERIODIC REVIEW:

The Negotiated Service Agreement (NSA) of each resident will be reviewed when there is a change in a diagnosis for the resident or other change in condition requiring different, additional, or replacement services, or at least every twelve (12) months.