

MISSISSIPPI

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112 FINANCIAL

112.03 Admission Agreement. Prior to or at the time of admission, the administrator and the resident or the resident's responsible party shall execute in writing a financial agreement. This agreement shall be prepared and signed in two or more copies, one copy given to the resident or his sponsor, and one copy placed on file in the license facility.

1. As a minimum this agreement shall contain:

- a. Basic charges agreed upon (room, board, laundry, nursing, and/or personal care).
- b. Period to be covered in the charges.
- c. Services for which special charges are made.
- d. Agreement regarding refund for any payments made in advance.

2. No agreement or contract shall be entered into between the licensee and the resident or his responsible party which will relieve the licensee of responsibility for the protection of the person and of the rights of the individual admitted to the facility for care, as set forth in these regulations.

3. A record of all sums of money received from each resident shall be kept up-to-date and available for inspection.

4. The resident or his lawful agent shall be furnished a receipt signed by the lawful agent of the institution for all sums paid over to the facility.

5. Neither the licensee or any employee shall misuse or misappropriate any property real or personal, belonging to a resident of the facility.

6. Undue influence or coercion shall not be used in procuring a transfer of funds or property or in procuring a contract or agreement providing for payment of funds or delivery of property belonging to a resident of the facility.

7. Agreements between a facility and a resident relative to cost of care shall include adequate arrangements for such emergency medical or hospital care as may be required by the resident.

8. No licensee, owner, or administrator of a facility; a member of their family; an employee of the facility; or a person who has financial interest in the home shall act as the legal guardian for a resident of the facility. This requirement shall not apply if the resident is related within the third degree as computed by civil law.

116 RESIDENTS RIGHTS

116.01 General. The facility shall maintain written policies and procedures regarding the rights and responsibilities of residents. These written policies and procedures shall be

established in consultation with residents or responsible parties. Written policies and procedures regarding residents' rights shall be made available to residents or their guardian, next of kin, sponsoring agency or agencies, or lawful representative and to the public. There shall be documented evidence that the staff of the facility is trained and involved in the implementation of these policies and procedures. In-service on residents' rights and responsibilities shall be conducted annually. These rights and responsibilities shall be posted throughout the facility for the benefit of all staff and residents.

116.02 Residents' Rights. The residents' rights policies and procedures ensure that each resident admitted to the facility:

1. is 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 is given a statement of the facility's rules and regulations and an explanation of the resident's responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of other residents;

2. is fully informed, and is given a written statement prior to or at time of admission and during stay, of services available in the facility, and of related charges including any charges for services covered by the facility's basic per diem rate;

3. is assured of adequate and appropriate medical care, is fully informed by a physician or nurse practitioner of his medical conditions unless medically contraindicated (as documented by a physician or nurse practitioner in his medical record), is afforded the opportunity to participate in the planning of his medical treatment, to refuse to participate in experimental research, and to refuse medication and treatment after fully informed of and understanding the consequences of such action;

...5. is encouraged and assisted, throughout his period of stay, to exercise his rights as a resident and as a citizen, and to this end may voice grievances, has a right of action for damages or other relief for deprivations or infringements of his right to adequate and proper treatment and care established by an applicable statute, rule, regulation or contract, and to recommend changes in policies and services to facility staff and/or to outside representatives of his choice, free from restraint, interference, coercion, discrimination, or reprisal;

6. may manage his personal financial affairs, or is given at least a quarterly accounting of financial transactions made on his behalf should the facility accept his written delegation of this responsibility to the facility for any period of time in conformance with State law;

7. is free from mental and physical abuse;

8. is free from restraint except by order of a physician or nurse practitioner, or unless it is determined that the resident is a threat to himself or to others. Physical and chemical restraints shall be used for medical conditions that warrant the use of a restraint. Restraint is not to be used for discipline or staff convenience. The facility must have policies and procedures addressing the use and monitoring of restraint. A physician order for restraint must be countersigned within 24 hours of the emergency application of the restraint;

9. is assured security in storing personal possessions and confidential treatment of his personal and medical records, and may approve or refuse their release to any individual outside the facility, except, in the case of his transfer to another health care institution, or as required by law of third-party payment contract;

10. is treated with consideration, respect, and full recognition of his dignity and individuality, including privacy in treatment and in care for his personal needs;

11. is not required to perform services for the facility that are not included for therapeutic purposes in his plan of care;

12. may associate and communicate privately with persons of his choice, may join with other residents or individuals within or outside of the facility to work for improvements in resident care, and send and receive his personal mail unopened, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

13. may meet with, and participate in activities of, social, religious and community groups at his discretion, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

14. may retain and use his personal clothing and possessions as space permits, unless to do so would infringe upon rights of other residents, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

15. if married, is assured privacy for visits by his/her spouse; if both are inpatients in the facility, they are permitted to share a room, unless medically contraindicated (as documented by the attending physician or nurse practitioner in the medical record); and

16. is assured of exercising his civil and religious liberties including the right to independent personal decisions and knowledge of available choice. The facility shall encourage and assist in the fullest exercise of these rights. All rights and responsibilities specified in paragraph (1) through (16) of Section 116.02, as they pertain to

(1) a resident adjudicated incompetent in accordance with State law,

(2) a resident who is found by his physician or nurse practitioner to be medically incapable of understanding these rights, or

(3) a resident who exhibits a communication barrier, devolve to and shall be exercised by the resident's guardian, next of kin, sponsoring agencies, or representative payee (except when the facility is representative payee).

Minimum Standards of Operation for the Aged or Infirm Health Facilities Licensure and Certification

SECTION H -- Residents Rights

408.1

General. The facility shall maintain written policies and procedures regarding the rights and responsibilities of residents. These written policies and procedures shall be established in consultation with residents or responsible parties. Written policies and procedures

regarding residents' rights shall be made available to residents or their guardian, next of kin, sponsoring agency or agencies, or lawful representative and to the public. There shall be documented evidence that the staff of the facility is trained and involved in the implementation of these policies and procedures. Inservice on residents' rights and responsibilities shall be conducted annually. These rights and responsibilities shall be posted throughout the facility for the benefit of all staff and residents.

408.2

Residents' Rights. The residents' rights policies and procedures ensure that each resident admitted to the facility:

a. is 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 is given a statement of the facility's rules and regulations and an explanation of the resident's responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of other residents;

b. is fully informed, and is given a written statement prior to or at time of admission and during stay, of services available in the facility, and of related charges including any charges for services covered by the facility's basic per diem rate;

c. is assured of adequate and appropriate medical care, is fully informed by a physician or nurse practitioner of his medical conditions unless medically contraindicated (as documented by a physician or nurse practitioner in his medical record), is afforded the opportunity to participate in the planning of his medical treatment, to refuse to participate in experimental research, and to refuse medication and treatment after fully informed of and understanding the consequences of such action;

d. is transferred or discharged only for medical reasons, or for his welfare or that of other residents, or for nonpayment for his stay (except as prohibited by sources of third-party payment), and is given a two weeks advance notice in writing to ensure orderly transfer or discharge. A copy of this notice is maintained in his medical record;

e. is encouraged and assisted, throughout his period of stay, to exercise his rights as a resident and as a citizen, and to this end may voice grievances, has a right of action for damages or other relief for deprivations or infringements of his right to adequate and proper treatment and care established by an applicable statute, rule, regulation or contract, and to recommend changes in policies and services to facility staff and/or to outside representatives of his choice, free from restraint, interference, coercion, discrimination, or reprisal;

f. may manage his personal financial affairs, or is given at least a quarterly accounting of financial transactions made on his behalf should the facility accept his written delegation of this responsibility to the facility for any period of time in conformance with State law;

g. is free from mental and physical abuse;

h. is free from restraint except by order of a physician or nurse practitioner, or unless it is determined that the resident is a threat to himself or to others. Physical and chemical

restraints shall be used for medical conditions that warrant the use of a restraint. Restraint is not to be used for discipline or staff convenience. The facility must have policies and procedures addressing the use and monitoring of restraint. A physician order for restraint must be countersigned within 24 hours of the emergency application of the restraint;

i. is assured security in storing personal possessions and confidential treatment of his personal and medical records, and may approve or refuse their release to any individual outside the facility, except, in the case of his transfer to another health care institution, or as required by law or third-party payment contract;

j. is treated with consideration, respect, and full recognition of his dignity and individuality, including privacy in treatment and in care for his personal needs;

k. is not required to perform services for the facility that are not included for therapeutic purposes in his plan of care;

l. may associate and communicate privately with persons of his choice, may join with other residents or individuals within or outside of the facility to work for improvements in resident care, and send and receive his personal mail unopened, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

m. may meet with, and participate in activities of, social, religious and community groups at his discretion, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

n. may retain and use his personal clothing and possessions as space permits, unless to do so would infringe upon rights of other residents, unless medically contraindicated (as documented by his physician or nurse practitioner in his medical record);

o. if married, is assured privacy for visits by his/her spouse; if both are inpatients in the facility, they are permitted to share a room, unless medically contraindicated (as documented by the attending physician or nurse practitioner in the medical record); and

p. is assured of exercising his civil and religious liberties including the right to independent personal decisions and knowledge of available choice. The facility shall encourage and assist in the fullest exercise of these rights. All rights and responsibilities specified in paragraph (1) through (14) of subdivision (a) of this Section, as they pertain to (1) a resident adjudicated incompetent in accordance with State law, (2) a resident who is found by his physician or nurse practitioner to be medically incapable of understanding these rights, or (3) a resident who exhibits a communication barrier, devolve to and shall be exercised by the resident's guardian, next of kin, sponsoring agencies, or representative payee (except when the facility is representative payee).