

- (III) Dental reports.
- (IV) Social service notes.
- (V) Resident care referral reports.
- (VI) Activity reports.

(b) Retention of Records.

(i) The facility shall have policies providing for the retention and safe-keeping of residents' medical records by the governing body for the required period of time in the event that the facility discontinues operation.

(ii) A copy of the resident's clinical record or an abstract thereof shall accompany the resident who is transferred to another facility.

(c) Staff Responsibility. An employee of the facility shall be assigned the responsibility for assuring that records are maintained, completed, and preserved if the facility does not have a full or part time medical record librarian.

(i) The designated individual shall be trained by and receive regular consultation from a person skilled in record maintenance and preservation.

Section 17. Residents Activities.

(a) Resident Activity Program. An on-going program of meaningful activities appropriate to the needs and interests of residents shall be provided.

(i) The program shall be designed to promote opportunities for residents to engage in normal pursuits, including religious activities of their choice, if any.

(ii) Activities shall be designed to promote the physical, social and mental well-being of each resident.

(iii) The facility shall make available adequate space and a variety of supplies and equipment to satisfy the individual interests of residents.

(iv) Residents shall not be required to participate in activities if they do not desire.

Section 18. Transfer Agreement.

(a) Resident Transfer. The transfer agreement shall provide reasonable assurance that the transfer of residents will be effected between the hospital and the facility whenever such transfer is medically appropriate as determined by the attending physician.

(i) The agreement shall be with hospitals close enough to the facility to make the transfer of residents feasible.

(b) Where the transfer agreement specifies restrictions with respect to the types of services available in the hospital or the facility and/or the types of residents or health

conditions that will not be accepted by the hospital or the facility, or includes any other criteria relating to the transfer of residents (such as priorities for persons on waiting lists), such restrictions or criteria shall be the same as those applied by the hospital or facility.

(c) Execution of Agreement. The transfer agreement shall be in writing and shall be signed by individuals authorized to execute such agreements on behalf of the facilities, or, in case the two (2) facilities are under common control, there shall be a written policy or order signed by the person or body which controls them.

(i) The terms of the transfer agreement shall be established jointly by both facilities when the hospital and the facility are not under common control.

(ii) Each facility participating in the agreement shall retain a current copy of the agreement.

(d) Specification of Responsibilities. The transfer agreement shall specify the responsibilities each facility assumes in the transfer of residents and information between the hospital and the facility.

(i) The agreement shall establish responsibility for notifying the other facility promptly of the impending transfer of a resident, arranging for appropriate and safe transportation, and arranging for the care of residents during the transfer.

Section 19. Grievances and Complaints.

(a) Every resident in a Nursing Care Facility shall have the right to:

(i) Upon admission, review the Nursing Care Facility grievances and complaint process and receive updated information at six (6) month intervals.

(ii) Voice grievances and complaints on behalf of themselves or others without discrimination or reprisal.

(iii) Have available in a conspicuous place telephone numbers and addresses of the Long-Term Care Ombudsman, Protection and Advocacy, the local Department of Family Services Adult Protection office, the Medicaid Fraud Control Unit, the Wyoming State Survey Agency, and the facility's grievance/complaint representative.

Section 20. Grievance Investigations.

(a) Each Nursing Care Facility shall establish a system of reviewing allegations of violations of residents' rights and develop internal operating procedures for reporting and resolution.

(i) In order to ensure that residents continue to be aware of these rights and responsibilities, a written copy is to be prominently posted in a location that is available to all residents.

(ii) Prompt efforts must be demonstrated by the facility to resolve grievances the resident may have, including those with respect to the behavior of other residents and the services provided by the facility.