

## Resident's Receipt of Information

I, \_\_\_\_\_, have received written copies of the following  
(Resident's name)  
information regarding policies and procedures of this assisted living facility.

I have read the following information (check as many as apply)

\_\_\_\_ Program Statement  
\_\_\_\_ Mission Statement  
\_\_\_\_ Admission Agreement

**RESIDENTS' RIGHTS.** Every resident in a nursing home or community – based residential facility shall, except as provided in sub. (5), have the right to:

(a) Private and unrestricted communications with the resident's family, physician, advanced practice nurse prescriber, attorney, and any other person, unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record, except that communications with public officials or with the resident's attorney shall not be restricted in any event. The right to private and unrestricted communications shall include, but is not limited to, the right to:

1. Receive, send and mail sealed, unopened correspondence, and no resident's incoming or outgoing correspondence shall be opened, delayed, held or censored.
2. Reasonable access to a telephone for private communications.
3. Opportunity for private visits.

(b) Present grievances on the resident's own behalf or others to the facility's staff or administrator, to public officials or to any other person without justifiable fear of reprisal, and to join with other residents or individuals within or outside of the facility to work for improvements in resident care.

(c) Manage the resident's own financial affairs, including any personal allowances under federal or state programs, unless the resident delegates, in writing, such responsibility to the facility and the facility accepts the responsibility or unless the resident delegates to someone else of the resident's choosing and that person accepts the responsibility. The resident shall receive, upon written request by the resident or guardian, a written monthly account of any financial transactions made by the facility under such a delegation of responsibility.

(d) Be fully informed, in writing, prior to or at the time of admission of all services included in the per diem rate, other services available, the charges for such services, and be informed, in writing, during the resident's stay of any changes in services available or in charges for services.

(e) Be treated with courtesy, respect and full recognition of the resident's dignity and individuality, by all employees of the facility and licensed, certified or registered providers of health care and pharmacists with whom the resident comes in contact.

(f) Physical and emotional privacy in treatment, living arrangements and in caring for personal needs, including, but not limited to:

1. Privacy for visits by spouse or domestic partner. If both spouses or both domestic partners under ch. 770 are residents of the same facility, the spouses or domestic partners shall be

permitted to share a room unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record.

2. Privacy concerning health care. Case discussion, consultation, examination and treatment are confidential and shall be conducted discreetly. Persons not directly involved in the resident's care shall require the resident's permission to authorize their presence.

3. Confidentiality of health and personal records, and the right to approve or refuse their release to any individual outside the facility, except in the case of the resident's transfer to another facility or as required by law or 3<sup>rd</sup>-party payment contracts and except as provided in s. 146.82 (2) and (3).

(g) Not be required to perform services for the facility that are not included for therapeutic purposes in the resident's plan of care.

(h) Meet with, and participate in activities of social, religious, and community groups at the resident's discretion unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record.

(i) Retain and use personal clothing and effects and to retain, as space permits, other personal possessions in a reasonably secure manner.

(j) Be transferred or discharged, and be given reasonable advance notice of any planned transfer or discharge, and an explanation of the need for and alternatives to the transfer or discharge. The facility to which the resident is to be transferred must have accepted the resident for transfer, except in a medical emergency or if the transfer or discharge is for nonpayment of charges following a reasonable opportunity to pay a deficiency.

(k) Be free from mental and physical abuse, and be free from chemical and physical restraints except as authorized in writing by a physician or advanced practice nurse prescriber for a specified and limited period of time and documented in the resident's medical record. Physical restraints may be used in an emergency when necessary to protect the resident from injury to himself or herself or others or to property. However, authorization for continuing use of the physical restraints shall be secured from a physician or advanced practice nurse prescriber within 12 hours. Any use of physical restraints shall be noted in the resident's medical records. "Physical restraints" includes, but is not limited to, any article, device, or garment that interferes with the free movement of the resident and that the resident is unable to remove easily, and confinement in a locked room.

(L) Receive adequate and appropriate care within the capacity of the facility.

(m) Use the licensed, certified or registered provider of health care and pharmacist of the resident's choice.

(n) Be fully informed of the resident's treatment and care and participate in the planning of the resident's treatment and care.

(o) *Communications.* Make and receive telephone calls within reasonable limits and in privacy. Willow Manor will provide at least one non-pay telephone for resident use. Willow Manor may require residents who make long distance calls to do so at the resident's own expense. *Confidentiality.* Confidentiality of health and personal information and records, and the right to approve or refuse release of that information to any individual outside Willow Manor, except when the resident is transferred to another facility or as required by law or third-party payment contracts and except as proved in a s.146.82 (2) and (3), Stats. Willow Manor shall make the record available to the resident or the resident's legal representative for review. Copies of the record shall be made available within 30 days, if requested in writing, at a cost no greater than the cost of reproduction. *Free from labor.* Not be required by Willow Manor to

perform labor that is of any financial benefit to Willow Manor. Willow Manor may require personal housekeeping of the resident without compensation if it is for therapeutic purposes and is part of, and clearly identified in the resident's individual service plan. *Freedom from mistreatment* Be free from physical, sexual and mental abuse and neglect, and from financial exploitation and misappropriation of property. *Freedom from seclusion*. Be free from seclusion. *Freedom from chemical restraints*. Be free from all chemical restraints. *Freedom from physical restraints*. Be free from physical restraints except upon prior review and approval by the department upon written authorization from the resident's primary physician or advanced practice nurse prescriber as defined in s. N8.02 (2). The department may place conditions on the use of a restraint to protect the health, safety, welfare and rights of the resident. *Receive medication*. Receive all prescribed medications in the dosage and at intervals prescribed by a practitioner. The resident has the right to refuse medication unless the medication is court ordered. *Prompt and adequate treatment*. Receive prompt and adequate treatment that is appropriate to the resident's needs. *Treatment options*. Participate in the planning of care and treatment, be fully informed of care and treatment options and have the right to refuse any form of care or treatment unless the care or treatment has been ordered by court. *Self-determination*. Make decisions relating to care, activities, daily routines and other aspects of life which enhance the resident's self reliance and support the resident's autonomy and decision making, *Least restrictive environment*. Have the least restrictive conditions necessary to achieve the purposes of the resident's admission. Willow Manor may not impose a curfew, rule or other restriction on a resident's freedom of choice. *Recording, filming, photographing*. Not be recorded, filmed or photographed without informed, written consent by the resident or resident's legal representative. Willow Manor may take a photograph for identification purposes. The department may photograph, record or film a resident pursuant to an inspection or investigation used s. 50.03 (2), Stats., without his or her written informed consent. *Safe environment*. Live in a safe environment. Willow Manor will safeguard residents from environmental hazards to which it is likely the residents will be exposed, including both conditions that are hazardous to anyone and conditions that are hazardous to the resident because of the residents' conditions or disabilities.

**History: CR 07-095: cr. Register January 2009 No. 637, eff. 4-1-09; correction in (1) (a) made under 13.92 (4) (b) 7., Stats., Register January 2009 Mp. 637.**