

¹Resident Rights and Responsibilities

For the purposes of this document, CCommunity refers to the residents, their families (representatives), and the staff of Liberty Place.

- (1) SELF DETERMINATION. To choose activities, schedules, and health care consistent with your interests, assessments and plans of service; to interact with members of the Community inside and outside of this Community; and to make choices about aspects of your life in the Community that are significant to you.
- (2) SERVICES AND CHARGES. To be informed of the services available, charges for these services, and who is responsible to pay for them; to receive 30 days advance notice of any changes in the cost or availability of services, unless to do so is beyond the Community's control; and, to receive and examine an explanation of your monthly bill, if you request it.
- (3) CHOICE OF MEDICAL CARE. To exercise decision-making rights in all aspects of your health care, including placement and treatment issues such as medication, special diets, or other medical regimens. You have the right to choose a personal attending physician; to choose a personal pharmacy subject to Community policies and standards; to be fully informed of your total health status; to receive advance notice about your care and treatment or any changes therein affecting your well-being; to participate in planning your care and treatment or changes therein; to refuse treatment; and to refuse to participate in experimental research.
- (4) FREEDOM FROM RESTRAINTS AND ABUSE. To be free from verbal, sexual, physical or mental abuse, corporal punishment, neglect, involuntary seclusion, or financial exploitation. All physical or chemical restraints must be ordered by your doctor to treat your medical symptoms and may not be imposed for purposes of discipline or convenience. Community staff shall report to the Department of Health and Environmental Sciences and Long Term Care Ombudsman any suspected incidents of abuse under the Montana Elder Abuse Prevention Act.
- (5) PRIVACY. To privacy in accommodations, medical treatment, personal care, and visits. (This does not require the provision of a private room.) If you are seeking privacy in your room, staff members should make reasonable efforts to make their presence known when entering.
- (6) CONFIDENTIALITY. To confidentiality of personal and clinical records, including the right to approve or refuse the release of all your records to anyone outside the Community, except when you are transferred to another health care facility, or record release is required by law or third party payment contract.
- (7) ACCOMMODATION OF NEEDS. To reside and receive services with reasonable accommodations of your needs and preferences, except when your health or safety or that of other residents would be endangered, and to receive notice before your room or roommate is changed.
- (8) RESIDENT FUNDS. To manage your own funds, or if you request, to have the Community hold, safeguard, and account for personal funds deposited with the facility under a system established and maintained by the Community.
- (10) RESIDENT AND FAMILY GROUPS. To organize, maintain and participate in a resident or family council in the Community. The Community shall afford reasonable privacy and facility space for the meetings of such councils.
- (11) OTHER ACTIVITIES. To participate in social, religious, and community activities that do not interfere with the rights of other residents in the Community.
- (12) WORK. To decide whether or not you want to work for the Community.
- (13) MAIL AND TELEPHONE. To privacy in written communication, including the right to send and receive your mail promptly and unopened; to have access to stationary, postage and writing materials, at your own expense, and to have reasonable access to the private use of a telephone.

¹ 5/23/2019

- (14)PERSONAL POSSESSIONS. To retain the use of personal possessions, including clothing and some furnishings, as space permits, subject to the rights, health and safety of other residents; and, the right to reasonable safeguards of such possessions. The Community shall provide for safeguarding your small items of value in your room or in another part of the Community where you have reasonable access to them. Losses or thefts of personal possessions must be promptly investigated by the Community and the results of the investigation reported to the affected resident.
- (15)CLOTHING. If clothing is provided for you by the Community, it must be of reasonable fit.
- (16)MARRIED COUPLES. To share a room with your spouse when living in the same Community, as long as both spouses consent to the arrangement.
- (17)SELF ADMINISTRATION OF DRUGS. To self-administer drugs if the Community's interdisciplinary team has determined that this practice is safe for you.
- (18)SURVEY RESULTS. To examine the results of the most recent state or federal inspection of the Community and any plan of correction, which information shall be readily accessible; and to receive information from and to contact advocacy agencies.
- (19)COMPLAINTS. To file a complaint with the Montana Dept. of Health and Human Services, 2401 Colonial Drive, Helena, MT 59620, relating to resident abuse, neglect or misappropriation of your property in the Community.
- (20)GRIEVANCES. To voice grievances to the Community or the resident council about care or treatment you or other residents receive, without discrimination or reprisal. The Community shall establish written procedures for receiving, promptly handling, and informing you or the resident council of the outcome of any grievance presented, including those with respect to the behavior of other residents. You also have the right to ask a state agency or a resident advocate for assistance in resolving grievances, free from restraint, interference, or reprisal.
- (21)TRANSFER AND DISCHARGE. You may not be transferred or discharged from the Community, unless it is necessary for your welfare and your welfare cannot be met in the Community; you no longer need the services provided by the Community; the health or safety of individuals in the Community is endangered; you have failed after reasonable and appropriate notice to pay for (or to have paid under Medicare/Medicaid) your stay at the Community; or the facility ceases to operate. If the transfer or discharge is involuntary, you have the right to 30 days' advance notice to ensure an orderly transition, except in cases of emergency, for medical reasons, to protect the health or safety of individuals in the Community, or if you have not resided in the Community for 30 days.
- (22)ACCESS AND VISITATION. To visits by family or other residents at any time; and to visits by others at all reasonable times. You have the right to refuse to receive visitors at any time. Your physician, health inspectors and other government officials and advocates may have immediate access to you.
- (23)MEDICAID RIGHTS. To receive a copy of the notice of Medicaid beneficiary rights and spousal rights developed by the State of Montana.
- (24)ACCIDENTS/CONDITION CHANGES. To prompt notice to you, your physician, and your authorized representative of any significant accident, unexplained absence, or significant change in your health status or treatment.
- (25)OBTAINING RECORDS. To inspect and purchase photocopies of all your records upon request and reasonable notice to the Community.

Employee Acknowledgment

The undersigned acknowledges the he/she has been informed of the resident rights policies of this Community, has received a copy of this document and has received an explanation and a copy of the Admission Agreement and related documents which contain information concerning rules and regulations governing resident conduct and responsibilities

Signature Employee

Date