



Manchester Care Homes

ADMISSION DOCUMENTATION



WELCOME!

Your Family is Our Family

At Manchester Place we love and value each and every relationship we are afforded the opportunity to build with our residents and their families. We work to connect with and be a part the family and experience this stage of a loved one's life. Our compassionate caregivers put themselves in each and every resident's and family member's shoes, taking each step with them, to understand each person's unique and dynamic care situation. Empathy like that sets us apart and allows us to advocate for the precious life we have been entrusted with.

During the happiest moments or the emotional or medical challenges, Manchester Place loves, nurtures, supports, and treats our residents with the dignity and the respect they deserve – just like a family would.

Our Home is Your Home

Manchester Place takes pride in creating a living atmosphere that is as close to the comfort of home as possible. Our staff cares enough to know not only each and every resident's medical history, but their personal history too. It is just as important to us that we know where they grew up, what their favorite things are, how many children they have, when they married, and what their profession was so that we know them on a deeper-than-chart level. Who each resident is as an individual and what makes the resident happy, their story, is what we tailor the Manchester experience around.

We look forward to being the team that makes our residents feel good and gives them something to look forward to every day. It is our honor to be a part of your family's life and providing them with the same level of love, security, happiness, and joy in their lives that their own family would at a time when so much has changed. Protecting residents from abuse and neglect while ensuring they live in a familiar, fun, safe, friendly, and clean environment is our home motto.

Compassionate Care and Connected Communication

Manchester Place has a nurse on staff to answer any medical questions. Our nurse trains the staff regarding how to best care for the resident's medical needs as they may change over time.

Teaching our staff to understand what may drive a resident to become fearful, scared, or anxious and how to help the resident feel safe and secure again is our priority.

Manchester Place is determined to know what we can do to make our home feel like your home in any way we can. **COMMUNICATION** is PARAMOUNT when caring for our residents. Communication with the family, physicians, and any outside health care providers involved with the resident's care – Manchester Place is their personal liaison. Please reach out to us at any time.



RESIDENT ORIENTATION FORM

- A. _____ Tour of Facility
- B. _____ Introduction to Staff
- C. _____ Review of Fire Evacuation Plan (**located on the back of every Residents door**)
- D. _____ Meal Service Schedules
- E. _____ Review Personal Care Plan (**Done the Day of Admission**)
- F. _____ Activity Schedule (**Posted in the Common Area**)
- G. _____ Medication Supervision or Routine (**Supervised by Medical Director & Director of Care**)
- H. _____ Grievance Plan (**Verbally given during tour**)
- I. _____ Residents Rights (**I have Signed and received this Packet**)
- J. _____ Resident Rules and Responsibilities (**In admission agreement**)
- K. _____ Disclosure Statement (**You have received a copy to keep**)
- L. _____ Power of Attorney (**I have Provided the facility with POA Info**)
- M. _____ TDADS Ombudsman Program (**Listed in admission agreement and Posted on bulletin board**)
- N. _____ Electronic Monitoring (**I have signed and received this packet**)
- O. _____ Restraints Policy (**I have signed and received this packet**)



ADMISSION AND DISCHARGE RECORD

NAME _____ ADMISSION DATE _____

Admission Time _____ Am/ Pm Admitted From _____

Usual Occupation _____ Place of Birth _____

Usual Address _____ Telephone # _____

Race _____ Age _____ Date Of Birth _____ sex _____

Marital Status _____ Height _____ weight _____

Religion _____ Clergyman _____

Church-Synagogue _____ Telephone # _____

Address _____ Telephone # _____

Social Security # _____ Medicare # _____ Medicaid # _____

Insurance _____

Address _____ Telephone # _____

Policy # _____ Group _____ Group # _____

Responsible Party _____ Relationship _____

Address _____ Telephone # _____

Power of Attorney _____ Relationship _____

Address _____ Telephone # _____

Nearest Relative or Guardian _____ Relationship _____

Address _____ Telephone # _____

Notify in Case of Emergency _____ Relationship _____



Manchester Care Homes

Address _____ Telephone # _____

Hospital Preference _____ Telephone # _____

Email Address _____

Funeral Home Preference _____ Telephone # _____

Dentist _____ Telephone # _____

Attending Physician _____

Address _____ Telephone # _____

Alternate Physician _____

Address _____ Telephone # _____

Date of Last Physical Exam _____ Yearly Physical due _____

Diagnosis _____

Allergies _____

Discharged/Expired Date _____ Time _____

AM/PM _____

Reason _____

With/Without MD Approval _____

Released To _____ New Address _____

Initials:
CONFIDENTIAL

12770 Coit Road, Suite 1020 Dallas, Texas 75251
(972) 423-3600

Page 5

e4300380-2a62-4673-8a22-3246bfcef37f



Place of Death (Address, City, County, State)

_____, precinct #

Mortician's Name _____ Signature

Long-Term Care Insurance

If a Long-Term Care Insurance policy exists, provide the following information:

Insurance Carrier: _____

Policy Number: _____

Claim Number: _____

Manchester Place can submit information to your Carrier on your behalf. However, you are fully financially responsible for paying Manchester Place upon receipt of our invoices, regardless of when you receive reimbursement from your Long-Term Care Insurance provider.



REQUIRED DOCUMENTS FOR ADMISSION

Welcome to Manchester Place! We are very excited to have you become a part of the Manchester family. Here is a list of documents we need at the time of admission:

- ☐ A copy of resident's picture ID.
- ☐ Copy of insurance cards and Social Security card
- ☐ Copy of Durable Power of Attorney and Medical Power of Attorney.
- ☐ Copy of medical history and physical examination from either the resident's primary doctor or current facility in which they reside. Each resident must have a health examination by a physician performed within **30 days prior to admission** or **14 days after admission**, unless a transferring hospital or facility has a physical examination in the medical record. **This is required by the State of Texas.**
- ☐ Copy of current medication list from the resident's primary doctor or current facility, which must be no more than 30 days old. **This is required by the State of Texas.**
- ☐ Most current lab work or vaccination records from primary doctor or from the Current Facility. All residents **should provide TB information.**
- ☐ Copy of DNR instructions, if applicable
- ☐ Please make sure your loved one is moving in our home with at least **ONE week worth of medication** on hand and a current medication list. If they have less than ONE week of medication, please have their physician or nurse practitioner immediately write a prescription for a new 30 day supply.



WE USE A SPECIALIZED PHARMACY

Infinity Pharmacy 3313 Essex Dr. Suite 200 Richardson Tx 75082

Phone# 214-765-5456

Fax#214-765-5477

We have chosen to use a specialized pharmacy that is structured to work with assisted living operators like Manchester. If you prefer to stay with the pharmacy that has serviced your loved one in the past, Manchester is happy to call prescriptions into that pharmacy, but you will need to arrange for delivery. Further, Manchester will assess a monthly fee to cover our time spent managing the receipt and inventory of the pills.

Please set up an account with Infinity Pharmacy before the actual admission date. On the next attached pages, we have attached a pharmacy application form for Infinity Pharmacy for your convenience. If you have been using a different pharmacy please call them and have all prescriptions transferred to Infinity.

If your loved one needs further **physical therapy, occupational therapy, or speech therapy** for transitional purposes, please have the social worker help you to obtain orders from the physician to set up services with a Home Health Agency. If they are unable to do so please contact our Director of Care, who will be happy to help you make arrangements for a smooth transition into Manchester.

If your loved one requires a **hospital bed or wheel chair**, you should work with your discharge planner or social worker. If your loved one is not working with a discharge planner or a social worker, we can help you identify a medical equipment supplier. Ideally, we would like to have all appropriate required equipment at our home before your loved one moves in with us.



Pharmacy Agreement

Community Name: _____

Patient Information:			
Name: _____		Resident Room Number: _____	
Date of Birth: / /	Social Security Number: _____		Gender: Male/Female
Allergies: _____			
Responsible Party/ Power of Attorney Information: (ff Applicable)			
Name: _____		Phone Number: - -	
Address: _____	City: _____	State: _____	Zip: _____
E-mail Address: _____		Cell Phone: _____	
Relationship to resident: Son Daughter Grandchild Sibling Parent Other: _____			
Prescription Insurance Company: (Please include copies of the front and back of all insurance cards)			
Insurance Name: _____		Phone Number: - -	
ID#: _____	Rx Group: _____	Rx Bin: _____	Rx PCN: _____
Secondary Prescription Insurance: (ff Applicable)			
Insurance Name: _____		Phone Number: - -	
ID#: _____	Rx Group: _____	Rx Bin: _____	Rx PCN: _____
Previous Pharmacy Information:			
Name: _____		Phone Number: - -	

By signing this agreement, the undersigned person voluntarily agrees:

1. Infinity Pharmacy Solutions is my pharmacy provider of choice effective on the date indicated by my signature below.
2. To provide Infinity Pharmacy Solutions with my current prescription insurance information prior to the start of service, including a copy of (front and back) of any and all prescription insurance cards; I (we) agree to provide Infinity Pharmacy Solutions with any changes to my prescription insurance; and I (we) assume responsibility for any charges related to these changes.
3. Infinity Pharmacy Solutions is authorized to request and collect all insurance benefit information related to the products and services it provides; In the event any payment for insurance benefits is made directly to me or my attorney-in-fact, I (we) will immediately endorse and send such payment to Infinity Pharmacy Solutions.
4. To accept full financial responsibility and guarantee payment of all charges for pharmacy services provided by Infinity Pharmacy Solutions that are not covered by third party payers, including Medicare and Medicaid.
5. That Infinity Pharmacy Solutions cannot accept returns of medication that are not in compliance with the applicable State Board of Pharmacy rules and regulations.
6. To accept generic products, when available, as allowed by my physician and applicable law in an effort to contain costs.
7. To notify Infinity Pharmacy Solutions of any changes to address, phone numbers and responsible parties.
8. That this document and my financial responsibility will remain in effect as long as utilizing Infinity Pharmacy Solution's products and services.

Most insurance companies do not allow us to back bill them after a limited period of time. If we do not receive your insurance card with this application, you will be required to pay for the prescription's full retail price and submit your receipt to your insurance company.

I have read, understand, and agree to all the above terms and conditions and voluntarily designate Infinity Pharmacy Solutions as my pharmacy services provider.

Responsible Party Name

Signature

Date

Initials:
CONFIDENTIAL

12770 Coit Road, Suite 1020 Dallas, Texas 75251
(972) 423-3600

Page 9

e4300380-2a62-4673-8a22-3246bfcef37f



Pharmacy Agreement

Community Name: _____

AUTOMATIC PAYMENT AUTHORIZATION

For your convenience, we offer the following services. Please choose from the options below:

_____ Please email my invoices detailing items charged to the card to the email address listed below. I elect not to receive a paper statement in the mail.

_____ I authorize IPS or its affiliates to have my credit/debit or checking account debited monthly as payment of my account. Please indicate your choice below by entering the required information.

E-mail Information: (Note: Please print clearly. Your first statement will come by mail and instructions to sign up for electronic statement will be located on your first statement).

Name on E-mail: _____ Phone Number: _____

E-mail Address: _____

Credit or Debit Card Information - Visa, MasterCard, Discover, American Express: (Note: This confidential information will be securely maintained)

Cardholder: _____

Address: _____ City: _____ State: _____ Zip: _____

Card Number: _____ Expiration Date: _____ CCV _____

Checking Account Information: (Note: This confidential information will be securely maintained)

Name on Account: _____

Address: _____ City: _____ State: _____ Zip: _____

Bank Name: _____ City and State: _____

Bank Routing#: _____ Bank Account#: _____

As a responsible party, I (we) agree to pay Infinity Pharmacy Solutions and successor thereof, within thirty (30) days of receipt of the billing statement. I (we) understand that the account is past due if payment is not received within thirty (30) days. If billed to commercial insurance, statement charges will include your co-pays only and medications not covered by the insurance plan. A late fee of 1 ½% of the outstanding balance will be added to all charges after thirty (30) days. I (we) authorize Infinity Pharmacy Solutions and any successor thereof to charge my credit, debit or checking account if my account is past due. I (we) agree to pay for the costs of collection if I (we) fail to pay my account when due, including reasonable attorney's fees and court costs. I (we) agree to service charges for emergency services where applicable.

The account will be suspended if past due amounts remain after 30 days

Resident Name _____

Community Name _____

Responsible Party Signature _____

Date _____



Manchester Care Homes



Infinity Pharmacy Solutions

Notice of Privacy Practices

Effective Date: November 1, 2015

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY.

We understand that medical information about you and your health is personal. Infinity Pharmacy Solutions is required by law to maintain the privacy of your health information, to follow the terms of this notice, and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are required to follow the terms of the notice that is currently in effect.

HOW IPS MAY USE OR DISCLOSE YOUR HEALTH INFORMATION

IPS protects the privacy of your health information. For some activities, we must have your written authorization to use or disclose your health information. However, the law permits IPS to use or disclose your health information for the following purposes without your authorization:

- **For Treatment:** Information obtained by the Pharmacy will be used to dispense prescriptions to you. We may disclose health information about you to pharmacists and other persons who are involved in dispensing your prescriptions.
- **For Payment:** We may use and disclose your health information so that your pharmacy services may be billed to, and payment collected from you, an insurance company, or a third party.
- **For Healthcare Operations:** We may use and disclose health information about you for pharmacy operations. Unless you provide us with alternative instructions, we may send refill reminders and other materials related to your healthcare to your home. These uses and disclosures are necessary to run the pharmacy and make sure you receive quality service.
- **As Required by Law:** We will disclose health information about you when required to do so by Federal and State Law.
- **To Avert a Serious Threat to Health or Safety:** We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure would be only to a person able to prevent the threat.
- **Public Health Risks:** We may disclose health information about you for public health activities. Those activities generally include the following: (1) to prevent or control disease, injury or disability. (2) To report reactions to medications or problems with products. (3) To notify people of product recalls. (4) To notify a person that may be exposed to a disease or may be at risk of spreading a disease. (5) To notify the appropriate government authority if we believe a person has been the victim of abuse, neglect, or domestic violence. (You MUST agree to this disclosure or be required by law).
- **Health Oversight Activities:** We may disclose health information to a health oversight agency for activities authorized by law.
- **Lawsuits and Disputes:** If you are involved in a lawsuit or dispute, we may disclose health information about you in response to a court order or administrative order. We may disclose information about you in response to a subpoena, or other lawful process, but only if efforts have been made to tell you about the request.
- **For Specific Government Functions:** We may disclose health information about you for the following specific government functions: (1) health information of military personnel, as required by military authorities (2) health information of inmates to a correctional institution or law enforcement official (3) in response to a request from law enforcement, if certain conditions are satisfied, and (4) for national security reasons.

When IPS May NOT Use or Disclose Your Health Information

Except as described in the Notice, IPS will not use or disclose your health information without your written authorization. If you do authorize IPS to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

You Have the Following Rights With Respect to Your Health Information

- You have the right to request restrictions on certain uses and disclosures of your health information. We are not required to agree to the restrictions that you request. If we do agree to any restrictions, we will put the agreement in writing and follow it except in emergency situations. We cannot agree to limit the disclosure of any information that is required by law.
- You have the right to inspect and copy your health information as long as the Pharmacy maintains the health information. To inspect a copy of your records, you must submit a request in writing. We may charge a fee for the costs of copying, mailing or supplies necessary to grant your request. In certain limited situations, we may deny your request. If your request is denied, you may request that the denial be reviewed.
- You have the right to request that we amend or correct any health information that is incorrect or incomplete. To request an amendment, you must submit a request in writing along with the reason for the request. We are not required to amend health information that is accurate and complete.
- You have the right to receive an accounting of disclosure of your health information we have made after November 1, 2015 for purposes other than disclosures for (1) payment, treatment, or healthcare operations (2) to you or based upon your authorization (3) for certain government functions. You must submit your request in writing.
- You may request communication of your health information by alternative means or at alternative locations. You may request that we contact you only in writing or at a different residence or post office box. To request confidential communication of your health information, you must submit a written request. We will accommodate all reasonable requests.

Changes to this Notice of Privacy Practices

IPS reserves the right to change this Notice. We reserve the right to make the revised or changed Notice effective for health information we already have about you as well as any information we receive in the future. Any revised Notice will be posted in the Pharmacy. Upon request we will provide a revised Notice to you.

For More Information or to Report a Problem

If you have questions or would like additional information about pharmacy privacy practices, you may contact the Compliance Officer, Infinity Pharmacy Solutions, 3313 Essex Drive, Suite 200, Richardson, TX 75082, (214) 765-5456. If you believe your privacy rights have been violated, you can file a complaint.

The products and/or services provided to you by IPS are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424(c). The standards concern business professional and operational matters. The full text of these standards can be obtained at <http://ecfr.gpoaccess.gov>. Upon request we will furnish you a written copy of the standards.

I give IPS permission to provide the following persons with knowledge of my information:

Please Print Patient's Name: _____

Patient or Power of Attorney Signature: _____ Date: _____

Initials:
CONFIDENTIAL

12770 Coit Road, Suite 1020 Dallas, Texas 75251
(972) 423-3600

Page 11

e4300380-2a62-4673-8a22-3246bfcf37f



Patient Preference Regarding Communication of Health Information

Patient Name

Date of Birth

Responsible Party

Relationship

Who to Contact:

I hereby give permission to Infinity Pharmacy Solutions to disclose and discuss any information related to my medical condition(s) to/ with the following named party:

Name

Relationship

Name

Relationship

Name

Relationship

_____ I do NOT give permission to any additional party to have access to any information regarding my medical information.

Home Health Information:

Home Health Agency

Phone Number

Name of Nurse

Phone Number

Name of Nurse

Phone Number

How to Contact (Please check ALL that apply):

_____ OK to leave a message on my HOME PHONE with detailed information (phone#: _____)

_____ Leave a message on my home phone with a call back number only (phone#: _____)

_____ OK to mail to my home address: _____

_____ OK to email information - email address: _____

The duration of this authorization is indefinite unless otherwise revoked in writing. I understand that requests for medical information from persons not listed above will require a specific authorization prior to the disclosure of any medical information.

Signature of Patient/ Parent/ or Legal Representative

Date



GENERAL OPERATIONAL POLICIES

We provide responsible adult staff available to residents 24 hours per day.

We maintain an open-door policy toward our visitors and welcome them anytime. We request that consideration be given to normal sleeping hours.

We provide three nutritious meals per day and snacks. Food is purchased and meals are planned in advance. We encourage residents to request their favorite foods to be included on the menu. Special diets will be accommodated as necessary.

Good personal hygiene is important for both social and medical reasons and we follow a regular bathing and shampooing schedule. We respect the privacy and dignity of our residents and strive to maintain or improve each person's skills and abilities by including them in our family life and encouraging them to help out and enjoy feeling needed.

Residents must be provided with attractive and serviceable clothing, underwear, nightclothes and shoes. Our residents are dressed every day and enjoy looking their best. Good sturdy shoes can prevent falls. Clothing should be marked before being brought in to avoid mix-ups.

Personal possessions should be limited, since little storage space is available. We encourage residents to bring along family pictures and mementos and wall decorations for their room if they like. Cash, jewelry and expensive items are not essential to the enjoyment of life in our home and where possible should be safely stored elsewhere, as we cannot be responsible for their loss.

Make-up, shampoo, deodorant, toothpaste or denture cleaner, lotions and creams and other personal items are provided by the resident. Daily hair care, combing or brushing and regular shampooing are part of our routine. In addition, a professional beautician is available for hair cuts, weekly sets and perms at the resident's expense.

On admission we are required to have the resident have a physical examination by a physician performed within 30 days prior to admission or 14 days after admission. Since the health of our residents is sometimes fragile, we may contact their physician from time to time. It is often possible to avoid an office visit, adjust medications or solve other minor problems by telephone at no expense to the resident. Should an emergency situation occur, emergency help will be summoned at the resident's expense.

Although we are not staffed to provide skilled or round-the-clock nursing care, should such care become necessary, the family may bring in special duty nurses at the resident's expense until the crisis has passed, or the resident may be moved to another facility to receive appropriate care.

Resident transportation needs will be coordinated at the time of admission.

Signature: _____ Date: _____



CONTACT PHONE NUMBERS

When and who to contact:

THERE WILL ALWAYS BE A MANAGER ON DUTY AT THE HOUSE DAY OR NIGHT. If you have an issue or a question, please contact the home directly or leave a message at our corporate office and our answering service will distribute the messages accordingly. Please note that if a message is left with the answering service over the weekend it will be addressed Monday morning.

If you are experiencing a true medical emergency, please dial 911. For other medical concerns, you may contact our Director of Nursing during normal business hours from 8am to 5pm Monday through Friday. You will find the number for the Director of Nursing on the next page. During the weekend or after normal business hours, you may e-mail the Director of Nursing who will get back to you on the next business day.

For most concerns, ***please contact the house manager directly.*** For your convenience, the house manager's phone numbers are listed below. The house manager at your home is the first person with whom you should speak to resolve your issues or concerns. If the manager is unable to address your concern, rest assured that the manager will promptly connect with the proper Manchester care representative to get a proper response to the issue at hand.

In the event of a medical emergency, the house manager and staff will contact the appropriate Manchester care representative 24 hours a day, for an immediate response.

Thank you for your assistance, understanding and trust in Manchester.



- Director of Operations: Adam Lampert (972) 423-3600
adam@manchesterliving.com
- Director of Nursing: Sandi Levy RN, BSed, CDP (214) 929-0114
sandirn@manchesterliving.com
- Accounting Information Questions: Melody Berryhill (972) 423-3600
accounting@manchesterliving.com
- Marketing Information Questions: Brian Levy (214) 649-9922
brian@manchesterliving.com

House Telephone Numbers: ASK FOR THE HOUSE MANAGER!!

- **St. Michaels:** 10754 St. Michaels Dr. Dallas Tx. 75230
Home Phone Number **(214) 987-2710**
 - Fax Number (214) 987-2095
- **Spring Valley:** 7109 Spring Valley Rd. Dallas Tx. 75254
Home Phone Number **(972) 385-7797**
 - Fax Number (972) 385-7608
- **Queensferry:** 7701 Queensferry Ln. Dallas Tx. 75248
Home Phone Number **(972) 385-0664**
 - Fax Number (972) 385-0758
- **Tranquilla:** 1438 Tranquilla Dallas Tx. 75218
Home Phone Number **(214) 660-7969**
 - Fax Number (214) 660-8795



ASSISTED LIVING CARE AGREEMENT

NAME OF RESIDENT: _____ (“Resident”)

ADDRESS: _____

TODAY’S DATE: _____ (“Effective Date”)

This Assisted Living Care Agreement (the “Agreement”), by and between Manchester Management, LLC, a Texas limited liability company, with offices located at 12770 Coit Road, Suite 1020, Dallas Texas, 75251 (“Manchester” or the “Company”), and the above-named Resident, is dated and effective as of the Effective Date.

For and in consideration of the mutual terms, covenants and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

Commencing on the Move-In Date stated below, Resident hereby agrees to rent, and Manchester agrees to provide, assisted living residential space and services at the property indicated below for the term, at the rental rate and on the other terms stated herein:

PROPERTY: ☐ 7109 Spring Valley Road ☐ 10754 St. Michaels Drive
 ☐ 1438 Tranquilla ☐ 7701 Queensferry Lane
 (“Home”)

MOVE-IN DATE: _____

A. OBLIGATIONS OF MANCHESTER

1. Manchester will furnish to Resident: a) personal care, lodging, meals, television, basic cable with an Amazon Firestick, and other such items as may be required by the Resident's known physical condition, or as otherwise required by law, for Resident’s health, safety, and well-being; and b) laundry service for personal items not requiring dry cleaning, pressing or special finishing.

2. It is acknowledged, agreed and understood that Manchester shall not and does not furnish:

a. Medical, nursing, hospital, rehabilitation, treatment or examination of eyes or teeth, or other professional services;

b. Medical equipment, supplies, medication, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, personal toiletries, vitamins, food supplements, or unusual foods;

c. Linens, towels, bedding, room furniture, private line phone service and cable TV.



3. Manchester will exercise due diligence to obtain the services of Resident's physician when Resident's condition warrants. If Resident's physician is not then available, Manchester will contact the person indicated in Manchester's records as the emergency contact for Resident for alternate instructions, if such emergency contact is authorized to so act pursuant to a duly executed Medical Power of Attorney for the benefit of Resident (the "Emergency Contact"). If the Emergency Contact cannot be contacted, Manchester will, subject to the provisions of Paragraph E1 hereof, exercise its best reasonable judgment to attend to the immediate medical needs of Resident.
4. On not less than seven (7) days' prior notice, Resident may request that Manchester arrange transportation for the Resident to accommodate errands, health care related appointments, or other outings. If requested by Resident, a Manchester caregiver will accompany the Resident at an additional charge.
5. In the event that transportation is required for an emergency medical situation, Manchester will contact 911 emergency services on behalf of Resident and at Resident's expense. In the event of a medical non-emergency, Manchester will contact the Emergency Contact to arrange transportation. If the Emergency Contact is unavailable, Manchester's House manager will contact a professional medical transport service on behalf of Resident or Resident may make other transportation arrangements, each at Resident's expense, and so notify Manchester's House manager.
6. Manchester will ensure that all records pertaining to Resident are treated as confidential, comply with applicable federal, state and local laws and regulations and are made available only to authorized persons and agencies.

B. RESIDENT'S OBLIGATIONS

1. Prior to admission to the Home and in order to continue to reside at the Home, Resident will complete, maintain and keep current at all times all required forms and provide Manchester with all medical, social and other information necessary for Manchester to adequately and properly discharge its duties and responsibilities hereunder, including without limitation all known information regarding the Resident's ability to perform the activities of daily living in a shared living environment and any risks, issues or concerns which could have potential adverse consequences for Resident, other residents in the Home or Manchester's staff.
2. Resident must have completed a full physical examination within the period commencing thirty (30) days prior to and ending fourteen (14) days after admission to the Home. Resident will arrange for the services of an attending physician, who shall provide to and maintain as current with Manchester all necessary medications, treatments and other regular medical services on behalf of Resident.
3. Resident does hereby release and shall hold Manchester harmless from, and assume all responsibility for, Resident's refusal or declination of care or other noncompliance with Resident's



physician's orders. It is acknowledged and understood by Resident that Manchester may not and shall not alter, change or otherwise modify Resident's physician's order for medication, treatment or other services.

4. Resident will provide clothing and other personal effects. All personal clothing must be marked for easy identification, and in sufficient quantities to keep the Resident neatly dressed.

5. Resident will notify Manchester in advance (at least 24 hours) of a Resident's planned absence from the Home.

6. Resident will provide for haircuts and/or related grooming services for Resident, unless alternative arrangements are made in advance with Manchester.

7. Resident hereby consents to be relocated to a different room within the Home when it is deemed necessary or desirable by Manchester, upon not less than 48 hours prior notice.

8. Resident will abide by the policies established by Manchester in connection with the operation and maintenance of the Home.

9. Resident shall, and Resident shall cause any guests or invitees of Residents to, at all times, act respectfully toward Manchester staff members, other residents and the Home and ensure that neither Resident nor any guest or invitee of Resident are abusive or disrespectful towards Manchester's staff, guests or other residents.

10. Resident acknowledges, understands and agrees that the following items may not be in the possession of Resident nor brought onto the premises of the Home: sharp objects of any nature, including but not limited to knives (including pocket knives), pointed scissors or straight razors, or weaponry, including but not limited to firearms, mace or projectiles.

C. RESIDENCY CRITERIA

Resident understands and agrees that, as a condition of continued residence in a Manchester home, Resident:

- i. must not be considered dangerous or pose a risk of harm to himself/herself or to other residents or staff;
- ii. may self-administer medications only under Staff supervision;
- iii. must understand and comply with Manchester's rules and policies and follow the direction of staff at the Home;



- iv. understands and agrees that all medications, including over the counter medications, must be kept by the staff in a locked cabinet; and,
- v. must be able to tolerate a regular diet or a therapeutic diet that can be prepared using the Home's menu planner.

Non-compliance with any of the above criteria may be grounds for the Resident's removal from the Home.

D. SPECIFIC FINANCIAL UNDERSTANDING

1. Base Charge

a. Resident shall pay Manchester a non-refundable base charge of \$_____ per month for the resident services provided pursuant hereto on or before the 1st of each month that the services will be rendered. The Resident shall also pay a one-time, non-refundable Community Fee of \$3500, due at the time that a room is reserved. The Base Charge is subject to increase on an annual basis and, upon mutual agreement, as necessary, based on the changing needs of the Resident. The Resident agrees to pay Manchester via a bank draft using Automated Clearing House ("ACH") on (or about) the first day of each month. The bank information is as follows:

Bank Name:

Bank Routing Number:

Bank Account Number:

b. Late Payment and Non-Payment of Duly Incurred Charges

- i) Payments received after the 5th of the month will be assessed a \$50 late charge.
- ii) Payments received after the 10th of the month will be assessed a \$100 late charge.
- iii) Payments more than 30 days in arrears will be assessed a \$300 late charge and may result in termination of this Agreement and Resident's residency at the Home, at the sole discretion of Manchester, and may further result in referral to a third party for collection and legal proceedings, none of which shall be deemed as an election of remedies. Late fees will roll forward and will be charged month to month.
- iv) Resident hereby agrees to pay all costs of collection, including reasonable attorney's fees, associated with collection of any and all amounts due.

2. Medications

All prescription medications of Resident must be prescribed by a licensed physician for the benefit of Resident. Any changes to Resident's prescribed medications must be made by a licensed physician. It is acknowledged and understood by Resident that Manchester may not and shall not alter, change or otherwise modify Resident's physician's order for medication, treatment or other services. Over the counter medications (such as vitamins, laxatives, pain relievers) shall be approved for Resident's use by the attending physician. Manchester staff may not administer



medication without a doctor's order. Resident shall pay or reimburse Manchester, and be responsible, for the cost and delivery of medications and over the counter medication and medical supplies. Manchester is hereby authorized to order all medications and durable medical supplies prescribed for the Resident, subject to Resident obligation to pay for or reimburse Manchester for the cost of such medications and durable medical supplies. Discontinued medications shall be disposed of in accordance with State laws.

3. Other Charges

- a. Resident will make provision to be billed directly for physician's visits and/or other medical attention furnished to the Resident by third parties.
- b. Resident will be liable for any damages caused by Resident to the Home, to the property of Manchester, or to the property of other residents or staff. Resident will promptly reimburse the affected party(s) for all such damages.
- c. Resident shall pay all costs of collection, including reasonable attorney's fees, in the event of non-payment of amounts due Manchester by Resident.

The failure of Resident to pay for services deemed necessary and proper by Manchester, or prescribed by Resident's physician, will serve as an immediate release and waiver of Manchester from any and all liability which may result from such failure and may result in the termination of this Agreement and Resident's residency from the Home, and/or referral of the matter for collection, at Manchester's sole discretion.

E. MISCELLANEOUS PROVISIONS

1. Release of Liability

Resident does hereby release Manchester, its affiliates and their respective employees, contractors, officers, managers, members and agents (collectively, the "Manchester Affiliates") from any and all injuries, claims, damages, liabilities, fees, costs and other expenses or charges of any kind or nature, in connection with or otherwise related to Resident's occupancy or residency at the Home and Resident's independent decision to live in a shared home environment. Resident acknowledges and understands that a shared home environment provides for the least restrictive setting for the Resident. Resident understands, acknowledges, agrees to and does hereby assume the responsibility for known, unknown, and potential risks, and hold the Manchester Affiliates harmless from and against any and all liability and adverse consequences which may ensue from such residency of Resident and the natural consequences of aging, including, but not limited to falls, wandering (elopements), accidents, or the Resident's refusal or non-compliance with any physician orders or instructions and/or the rules, regulations and policies of Manchester, including but not limited to instructions regarding medications, diet, physical activity or any other ordered therapy or treatment. Resident does hereby release, indemnify and hold Manchester harmless from



and against any and all cost, fees, damage, injuries, claims or other liabilities resulting from or relating to Manchester's providing or arranging Resident's transport from the Home in a private vehicle, vehicle for hire or special transit services.

2. Non-Solicitation of Employees

During the Term and for a period of twelve (12) months following the termination of this Agreement, Resident shall not, directly or indirectly, recruit, hire, solicit, or attempt to recruit, hire or solicit any employees or contractors employed by or engaged to perform services for, and on behalf of, Manchester, nor shall Resident, directly or indirectly, contact or communicate with any employees or contractors of Manchester for the purpose of inducing such employees or contractors to terminate their employment or engagement with Manchester. For purposes of this covenant, "employees and/or contractors" shall refer to permanent, temporary or leased employees, employees of third-party personnel staffing agencies, consultants, contractors, independent contractors or other persons or entities who were employed by, doing business with, assigned to or retained by Manchester within twelve (12) months of the time of the attempted recruiting, hiring or solicitation. Resident's obligations under this paragraph shall survive the termination of this Agreement.

3. Complaint Resolution

Complaints should be reported to the Home Manager, whereupon Manchester will make every effort to resolve the complaint at the Home level. As necessary, Resident may escalate such complaint resolution process to Manchester's management team at 972-423-3600. Further, unresolved complaints may be reported to the Texas Department of Health and Human Services at 1-800-458-9858 or the Texas Ombudsman Program at (800) 252-2412.

4. Acknowledgments

Resident hereby acknowledges the receipt of Manchester's Policies and Procedures and that Resident's individual service plan has been reviewed and agreed upon by Resident and Manchester.

5. Duration of Agreement

Either party may terminate this Agreement upon written notice to the other party given not less than thirty (30) days prior to the effective date of such termination. Such termination shall not relieve any party from their respective obligations hereunder.

7. General

a) Representatives of the Texas Department of Human Services may inspect the records on file of Assisted Living Residents as part of their evaluation of the facility.



b) Severability. If any provision(s) of this Agreement are held to be invalid, illegal or unenforceable as applied to any person or circumstance by reason of any existing or subsequently enacted legislation or by reason of a judicial decision, such invalidity, illegality or unenforceability shall not affect such provision as applied to any other person or circumstance or any other provision of this Agreement, the offending provision shall be deemed modified to most closely resemble the original intent of the parties (as expressed in this Agreement) and the remaining provisions will remain in full force and effect.

c) Waiver. One or more waivers of default by either party of any of the terms, covenants or conditions hereof to be kept, observed and performed by the other party will not be construed to be, or act as, a waiver of any subsequent default of any of the terms, covenants and conditions herein contained. No waiver by either party of any term or provision hereof will be binding unless made in writing and signed by such party.

d) Notices. All notices will be in writing and sent by certified or registered mail, return receipt requested, or by overnight courier addressed to the following addresses set forth below, unless another address or person is designed by a party by written notice to the other:

(i) If to Manchester:

Manchester Management, LLC
12770 Coit Road, Suite 1020
Dallas, Texas 75251
Attn: Adam Lampert, President

with a copy to:

Michael Glazer
Michael B. Glazer, Attorney at Law, P.C.
9241 LBJ Freeway, Suite 119
Dallas, Texas 75243

(ii) If to Resident:

Attn: _____

e) Choice of Law and Venue. This Agreement, and any other document or instrument delivered pursuant hereto, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law, and venue for any actions arising hereunder shall be had only in Dallas County, Texas.



f) Alternative Dispute Resolution. (i) The parties shall endeavor to resolve amicably any controversy, dispute, difference, disagreement or claim between the Parties arising under or relating to this Agreement (collectively a "Dispute"). Manchester and Resident will endeavor in good faith to resolve any Dispute within thirty (30) business days from the date it is referred to them. If and only if the dispute remains unresolved after thirty (30) days from the time of such referral, the parties will resolve the matter pursuant to Section (f)(ii) below.

(ii) Except for Disputes which this Agreement requires be resolved by the foregoing corporate representatives, or as otherwise expressly provided in this Section f, any Dispute relating in any way to this Agreement shall be resolved by binding arbitration, and the parties expressly waive their respective rights to seek recourse in any other forum with respect to any cause of action, claim or counterclaim arising hereunder or in connection with the relationship between the parties contemplated hereby. The parties will jointly appoint a single arbitrator who has at least ten (10) years' experience in the active practice of commercial contracts. If the parties cannot agree on the appointment of a single arbitrator, the matter may be submitted to the American Arbitration Association ("AAA"), Dallas, Texas office (or if no longer available, some other mutually agreeable procedure) by either party for the appointment of an arbitrator meeting the requirements set forth above. The procedures for appointment (if matter is submitted to the AAA as indicated above) and the conduct of the arbitration will be in accordance with the AAA procedures and rules for commercial arbitrations except as provided herein with respect to the arbitrator's qualifications. The award of the arbitrator may be entered and enforced in any Court having jurisdiction. The arbitrator will have no power to award non-monetary or equitable relief of any sort, except as such relates to injunctive relief relating to possible breaches of confidentiality as provided in this Agreement. The arbitrator will also have no power to award damages inconsistent with the limitations of liability provisions set forth in this Agreement. Each party accepts and acknowledges that any demand for arbitration arising from or in connection with this Agreement must be issued within one year from the date the party became aware or should reasonably have become aware of the facts that give rise to any alleged liability and in any event no later than two years after any such cause of action accrued.

(iii) Each of the parties irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Northern District of Texas and of any Texas State Court sitting in Dallas County for purposes of enforcing any award rendered in the arbitration and for any other legal proceedings out of or relating to this Agreement or any transactions contemplated hereby or thereby. Each party, to the fullest extent it may do so under applicable law, irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum.

(iv) Unless the arbitrator (or appropriate court) awards otherwise, the non-prevailing party shall bear all costs (including without limitation those of the prevailing party, inclusive of reasonable attorney's fees) associated with any and all arbitration proceedings.



(g) Entire Agreement and Modification. This Agreement (including any attachments hereto) contains the entire agreement and understanding between the parties concerning the subject matter described herein, supersedes all prior agreements, negotiations, understandings representations, course of performance or course of dealing, whether oral or written with respect thereto, and may only be amended or modified by an agreement in writing signed by the parties. All persons and parties signing this Agreement have been duly authorized to so execute and deliver this Agreement.

EXECUTED THIS _____ DAY OF _____, 20__.

Manchester Management, LLC

By: _____

Name: _____

Printed Name: _____

Title: _____

Resident/Attorney-in-Fact

Authority to Act on Behalf of Resident:

I, _____ (printed name), do hereby certify, represent and warrant that I am the duly authorized and appointed legal representative and attorney-in-fact for the Resident named herein pursuant to the **attached Power of Attorney**, which is hereby incorporated herein by reference and am authorized to execute, enter into and deliver this Agreement for and on behalf of the Resident. I hereby agree to, and shall, indemnify and hold Manchester and its affiliates, managers, employees, contractors and agents harmless from and against any and all liability that may arise in connection with, or is in any way related to, the obligations and liabilities of any kind or nature of Resident under or as contemplated by this Agreement.

Signature: _____

Printed Name: _____

Attorney-in-Fact for _____ (printed name)

Please initial confirming that Power of Attorney documentation is attached: _____



NEW RESIDENT INFORMATION

Name of Resident _____

Admitted From _____

Date of Birth _____

Marital Status _____

Social Security # _____

Ins Provider (health) _____

Ins Provider (health) _____

Ins Provider (pharmacy Rx) _____

Insurance Provider (LTC) _____

Primary Doctor Name & Ph # _____

Pharmacy Preference _____

Emergency Contact _____

Power of Attorney _____

Medical Power of Attorney _____

Responsible party name & address: _____

Email address for those who would like to receive a monthly calendar of activities and events calendar _____

Name of party to whom bills should be sent:

Name: _____

Street Address: _____

City/State/Zip: _____

Phone: _____

Email: _____



AUTHORIZATION FOR USE AND DISCLOSURE OF PERSONAL INFORMATION

This form must only be completed by the resident or the resident's Power of Attorney

I authorize Manchester Management to disclose information about me to:

First and Last Name

Phone Number

Relationship

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Resident's Name

Resident/Resident's Attorney in Fact signature

Date



PHOTO/VIDEO RELEASE FORM

AUTHORIZATION TO USE PHOTOGRAPHS AND/OR AUDIO-VISUAL

I, _____, hereby authorize Manchester Place Care Homes (or related entities, referred to collectively as “Company”) to use, reproduce, and/or publish photographs and/or video that may pertain to me-including my image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors.

This material may also appear on the Company’s Web Page. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, the Company may publish materials, use my name, photograph, and/ or make reference to me in any manner that the Company deems appropriate in order to promote/ publicize service opportunities.

Description of Material (Photo’s/Audio-Visual):

Including, but not limited to, testimonials about Manchester Place Care Homes, stories about staff members or residents and or other items regarding residents.

Name of Individual: _____

Signature: _____

Date: _____



ELECTRONIC MONITORING

The rooms of some
residents may be
monitored electronically
by or on behalf
of the resident.

Monitoring may not
be open and obvious
in all cases.



POLICY ON RESTRAINTS AND SECLUSION

It is the policy of Manchester Place Care Homes to comply with Texas Health Human Services rules relating to restraints and seclusion.

RESTRAINTS

There are two types of restraints:

1. Chemical restraints are psychoactive drugs administered for the purposes of discipline or convenience and are not required to treat the resident's medical symptoms.
2. Physical restraints are any manual method, or physical or mechanical device, material, or equipment attached or adjacent to the resident that restricts freedom of movement.

Restraints shall **never** be used as a punishment, for the purposes of behavioral management, or for the convenience of the staff. There are only two situations in which restraints can be used in this facility:

1. If the use is authorized in writing by a physician. This authorization must include the circumstances under which a restraint may be used and the duration for which the restraint may be used. Working under physician's orders, the restraint will only be applied by qualified medical personnel. Residents must be checked every 15 minutes or more frequently, if directed by the physician's order. The resident's legally authorized representative will be notified of any doctor's order authorizing the use of a restraint.
2. If the use is an emergency and if the restraint must be used to protect the resident and/or others from injury. A behavioral emergency is a situation in which severely aggressive, destructive, violent, or self-injurious behavior is being exhibited by the resident. The first steps taken by the staff in a behavioral emergency are de-escalation or redirection techniques. When the behavior has not abated following these techniques, then restraints may be utilized to prevent substantial bodily harm to the resident or others or where there is the risk of imminent probable death. In a behavioral emergency, a restraint hold may be used. A restraint hold is defined as a manual method, except for physical guidance or prompting of brief duration, used to restrict free movement or normal functioning of all or a portion of resident's body or normal access by a resident to a portion of the resident's body, such as holding the resident's limbs close to the body to limit or prevent movement.

A restraint will never be used under any circumstances that:

1. obstructs the resident's airway;
2. places anything in, on or over the resident's nose;
3. impairs the resident's breathing by putting pressure on the resident's torso;
4. interferes with the resident's ability to communicate; or
5. places the resident in a prone or supine position.



When it is necessary to use a restraint in a behavioral emergency, the following process will be followed:

1. make an appointment with the resident's physician no later than the end of the first working day following the use of the restraint (the resident must consent to this);
2. document in the resident's record that the appointment was made;
3. document the resident's refusal if the resident refuses to see the physician;
4. as soon as possible but at a minimum within 24 hours, notify the resident's legally authorized representative or an individual actively involved in the resident's care about the use of the restraint, unless the release of this information would violate the HIPPA laws.

This facility will endeavor to use the least restrictive environment for all residents. All staff will be trained on alternatives to restraints. All staff will be aware of and adhere to each resident's assessment and plan of care. The following alternatives to restraints will be utilized in caring for the residents:

1. Companionship and supervision
2. Change or eliminate bothersome treatments (i.e., remove catheters)
3. Modify the environment
 - a. Increase or decrease the amount of light in a resident's room
 - b. Position essential articles and items within easy reach
 - c. Reduce environmental noise
 - d. Use grab bars
 - e. Use easy chairs
4. Psychosocial interventions
 - a. Explain procedures to reduce fear and convey a sense of calm
 - b. Involve the resident in conversation
 - c. Use relaxation techniques, such as therapeutic touch, massage
 - d. Validate the resident's feelings
 - e. Prompt response to call bells
5. Diversionary and physical activities
 - a. Use TV, radio or music for diversion
 - b. Provide exercise and ambulation whenever possible
 - c. Toileting schedules
 - d. Non slip shoes

SECLUSION

Seclusion is defined as the involuntary separation from other residents and the placement of the resident alone in an area from which the resident is prevented from leaving. Seclusion will not be tolerated or permitted in this facility.

The management will immediately investigate any complaints dealing with this policy and report to DADS any findings from this investigation. This facility will not retaliate against any



resident, family or staff that files a complaint or grievance in good faith relating to the misuse of restraints or seclusion.

Below are the DAGS rules relating to restraint and seclusion:

Texas Administrative Code

TITLE 40

SOCIAL SERVICES AND ASSISTANCE

PART 1

DEPARTMENT OF AGING AND DISABILITY SERVICES

CHAPTER 92

LICENSING STANDARDS FOR ASSISTED LIVING FACILITIES

SUBCHAPTER C

STANDARDS FOR LICENSURE

RULE §92.41

Standards for Type A, Type B, and Type E Assisted Living Facilities

(p) Restraints. All restraints for purposes of behavioral management, staff convenience, or resident discipline are prohibited. Seclusion is prohibited.

(1) As provided in §92.125(a)(3) of this chapter (relating to Resident's Bill of Rights and Provider Bill of Rights), a facility may use physical or chemical restraints only:

(A) if the use is authorized in writing by a physician and specifies:

(i) the circumstances under which a restraint may be used; and

(ii) the duration for which the restraint may be used; or

(B) if the use is necessary in an emergency to protect the resident or others from injury.

(2) A behavioral emergency is a situation in which severely aggressive, destructive, violent, or self-injurious behavior exhibited by a resident:

(A) poses a substantial risk of imminent probable death of, or substantial bodily harm to, the resident or others;

(B) has not abated in response to attempted preventive de-escalatory or redirection techniques;

(C) could not reasonably have been anticipated; and

(D) is not addressed in the resident's service plan.

(3) Except in a behavioral emergency, a restraint must be administered only by qualified medical personnel.

(4) A restraint must not be administered under any circumstance if it:

(A) obstructs the resident's airway, including a procedure that places anything in, on, or over the resident's mouth or nose;

(B) impairs the resident's breathing by putting pressure on the resident's torso;

(C) interferes with the resident's ability to communicate; or

(D) places the resident in a prone or supine position.

(5) If a facility uses a restraint hold in a circumstance described in paragraph (2) of this subsection, the facility must use an acceptable restraint hold.

(A) An acceptable restraint hold is a hold in which the individual's limbs are held close to the body to limit or prevent movement and that does not violate the provisions of paragraph (4) of this subsection.

(B) After the use of restraint, the facility must:



(i) with the resident's consent, make an appointment with the resident's physician no later than the end of the first working day after the use of restraint and document in the resident's record that the appointment was made; or

(ii) if the resident refuses to see the physician, document the refusal in the resident's record.

(C) As soon as possible but no later than 24 hours after the use of restraint, the facility must notify one of the following persons, if there is such a person, that the resident has been restrained:

(i) the resident's legally authorized representative; or

(ii) an individual actively involved in the resident's care, unless the release of this information would violate other law.

(D) If, under the Health Insurance Portability and Accountability Act, the facility is a "covered entity," as defined in 45 Code of Federal Regulations (CFR) §160.103, any notification provided under subparagraph (C)(ii) of this paragraph must be to a person to whom the facility is allowed to release information under 45 CFR §164.510.

(6) In order to decrease the frequency of the use of restraint, facility staff must be aware of and adhere to the findings of the resident assessment required in subsection (c) of this section for each resident.

(7) A facility may adopt policies that allow less use of restraint than allowed by the rules of this chapter.

(8) A facility must not discharge or otherwise retaliate against:

(A) an employee, resident, or other person because the employee, resident, or other person files a complaint, presents a grievance, or otherwise provides in good faith information relating to the misuse of restraint or seclusion at the facility; or

(B) a resident because someone on behalf of the resident files a complaint, presents a grievance, or otherwise provides in good faith information relating to the misuse of restraint or seclusion at the facility.



MEDICATION DISCONTINUATION POLICY

ALL RESIDENT MEDICATIONS ARE OWNED BY THE RESIDENT. If medications have been discontinued for any reason, it is the responsibility of the resident or the resident's responsible party (referred to collectively as the "Resident") to see that medications are properly removed from the premises or otherwise destroyed.

Manchester will contact the Resident when a medication has been discontinued. Note that, by law, *Manchester cannot store discontinued medications*. Manchester suggests the following:

- The Resident may store the medication at home. Restarting medication is not an uncommon practice, and preserving discontinued medication could save your family additional expense if the medication is restarted by your doctor;
- The Resident may contact a neighborhood pharmacy to see if they will accept the medication for destruction;
- The Resident may drop the medication at a local firehouse for destruction. It is a good idea to request a receipt for the drugs that you drop off.

If hospice has been engaged by the Resident, the hospice company can destroy the medication as long as there is an accounting of any narcotics included in the destruction. Regulations require that the Resident and the hospice nurse must both sign a release to be left with Manchester.

Thank you,

Manchester Management

(Signature of Resident or Responsible Party)

(Date)



POLICY ON ADVANCE DIRECTIVES

Manchester Management LLC will honor and uphold advance directives executed by the resident or by the resident's legal representative.

During an Emergency:

When an emergency occurs, the resident will be consulted and will maintain ultimate control and decision-making.

In the event that a resident becomes incapacitated and the responsible legal guardian cannot be reached, Manchester will contact emergency professionals and will provide advance directives to those professionals.

If a resident has not executed an advanced directive, the family will be notified if a question occurs. However, in the event of an emergency, the appropriate medical professionals will be contacted and then the responsible party/family.

The resident may obtain Out-of-Hospital DNR's from the Texas Medical Association (TMA) by calling the automated response number at 512-370-1306.

Please provide Medical and Durable Power of Attorney Records the day of admission. If not applicable, Manchester will be happy to provide forms to start the process.

Resident Signature: Date: _____



RESIDENT'S BILL OF RIGHTS

1. Each assisted living facility must post the resident's bill of rights, as provided by the department, in a prominent place in the facility and written in the primary language of each resident. A copy of the Resident's Bill of Rights must be given to each resident.
2. A resident has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws of this state and the United States, except where lawfully restricted. The resident has the right to be free of interference, coercion, discrimination, and reprisal in exercising these civil rights.
3. Each resident in the assisted living facility has the right to:
 - A. be free from physical and mental abuse, including corporal punishment or physical and chemical restraints that are administered for the purpose of discipline or convenience and not required to treat the resident's medical symptoms. A provider may use physical or chemical restraints only if the use is authorized in writing by a physician or the use is necessary in an emergency to protect the resident or others from injury. A physician's written authorization for the use of restraints must specify the circumstances under which the restraints may be used and the duration for which the restraints may be used. Except in an emergency, restraints may only be administered by qualified medical personnel;
 - B. participate in activities of social, religious, or community groups unless the participation interferes with the rights of others;
 - C. practice the religion of the resident's choice;
 - D. if mentally retarded, with a court-appointed guardian of the person, participate in a behavior modification program involving use of restraints, consistent with subparagraph (A) of this paragraph, or adverse stimuli only with the informed consent of the guardian;
 - E. be treated with respect, consideration, and recognition of his or her dignity and individuality, without regard to race, religion, national origin, sex, age, disability, marital status, or source of payment. This means that the resident:
 1. has the right to make his/her own choices regarding personal affairs, care, benefits, and services;
 2. has the right to be free from abuse, neglect, and exploitation; and
 3. if protective measures are required, has the right to designate a guardian or representative to ensure the right to quality stewardship of his/her affairs;



- F. a safe and decent living environment;
- G. not be prohibited from communicating in his or her native language with other residents or employees for the purpose of acquiring or providing any type of treatment, care, or services;
- H. complain about the resident's care or treatment. The complaint may be made anonymously or communicated by a person designated by the resident. The provider must promptly respond to resolve the complaint. The provider must not discriminate or take other punitive action against a resident who makes a complaint;
- I. receive and send unopened mail, and the provider must ensure that the resident's mail is sent and delivered promptly;
- J. unrestricted communication, including personal visitation with any person of the resident's choice, including family members and representatives of advocacy groups and community service organizations, at any reasonable hour;
- K. make contacts with the community and to achieve the highest level of independence, autonomy, and interaction with the community of which the resident is capable;
- L. manage his or her financial affairs. The resident may authorize in writing another person to manage his/her money. The resident may choose the manner in which his/her money is managed, including a money management program, a representative payee program, a financial power of attorney, a trust, or a similar method, and the resident may choose the least restrictive of these methods. The resident must be given, upon request of the resident or the resident's representative, but at least quarterly, an accounting of financial transactions made on his or her behalf by the facility should the facility accept his or her written delegation of this responsibility to the facility in conformance with state law;
- M. access the resident's records, which are confidential and may not be released without the resident's consent, except:
 - 1. to another provider, if the resident transfers residence; or
 - 2. if the release is required by another law;
- N. choose and retain a personal physician and to be fully informed in advance about treatment or care that may affect the resident's well-being;
- O. participate in developing his/her individual service plan that describes the resident's medical, nursing, and psychological needs and how the needs will be met;
- P. be given the opportunity to refuse medical treatment or services after the resident:



1. is advised by the person providing services of the possible consequences of refusing treatment or services; and
 2. acknowledges that he/she understands the consequences of refusing treatment or services;
- Q. unaccompanied access to a telephone at a reasonable hour or in case of an emergency or personal crisis;
- R. privacy, while attending to personal needs and a private place for receiving visitors or associating with other residents, unless providing privacy would infringe on the rights of other residents. This right applies to medical treatment, written communications, telephone conversations, meeting with family, and access to resident councils. If a resident is married and the spouse is receiving similar services, the couple may share a room;
- S. retain and use personal possessions, including clothing and furnishings, as space permits. The number of personal possessions may be limited for the health and safety of other residents;
- T. determine his or her dress, hair style, or other personal effects according to individual preference, except the resident has the responsibility to maintain personal hygiene;
- U. retain and use personal property in his or her immediate living quarters and to have an individual locked area (cabinet, closet, drawer, footlocker. etc.) in which to keep personal property;
- V. refuse to perform services for the facility, except as contracted for by the resident and operator;
- W. be informed by the provider no later than the 30th day after admission:
1. whether the resident is entitled to benefits under Medicare or Medicaid; and
 2. which items and services are covered by these benefits. including items or services for which the resident may not be charged;
- X. not be transferred or discharged unless:
1. the transfer is for the resident's welfare, and the resident's needs cannot be met by the facility;
 2. the resident's health is improved sufficiently so that services are no longer needed;



3. the resident's health and safety or the health and safety of another resident would be endangered if the transfer or discharge was not made;
 4. the provider ceases to operate or to participate in the program that reimburses for the resident's treatment or care; or
 5. the resident fails, after reasonable and appropriate notice, to pay for services;
- Y. not be transferred or discharged, except in an emergency, until the 30th day after the date the facility provides written notice to the resident, the resident's legal representative, or a member of the resident's family, stating:
1. that the facility intends to transfer or discharge the resident;
 2. the reason for the transfer or discharge;
 3. the effective date of the transfer or discharge;
 4. if the resident is to be transferred, the location to which the resident will be transferred; and
 5. any appeal rights available to the resident;
- Z. leave the facility temporarily or permanently, subject to contractual or financial obligations;
- AA. have access to the service of a representative of the State Long Term Care Ombudsman Program, Texas Department on Aging; and
- BB. execute an advance directive, under the Natural Death Act (Chapter 166, Health and Safety Code) or designate a guardian in advance of need to make decisions regarding the resident's health care should the resident become incapacitated.

Resident Signature: _____

Date: _____



PROVIDERS' BILL OF RIGHTS

The providers' bill of rights must provide that a provider of assisted living services has the right to:

- A. be shown consideration and respect that recognizes the dignity and individuality of the provider and assisted living facility;
- B. terminate a resident's contract for just cause after a written 30-day notice;
- C. terminate a contract immediately, after notice to the department, if the provider finds that a resident creates a serious or immediate threat to the health, safety, or welfare of other residents of the assisted living facility. During evening hours and on weekends or holidays, notice to DHS must be made to 1-800-458-9858;
- D. present grievances, file complaints, or provide information to state agencies or other persons without threat of reprisal or retaliation;
- E. refuse to perform services for the resident or the resident's family other than those contracted for by the resident and the provider;
- F. contract with the community to achieve the highest level of independence, autonomy, interaction, and services to residents;
- G. access patient information concerning a client referred to the facility, which must remain confidential as provided by law;
- H. refuse a person referred to the facility if the referral is inappropriate;
- I. maintain an environment free of weapons and drugs; and
- J. be made aware of a resident's problems, including self-abuse, violent behavior, alcoholism, or drug abuse.

Resident Signature:

Date: _____



MEDICAL INFORMATION RELEASE FORM

HIPAA is an acronym for the Health Insurance Portability and Accountability Act of 1996 (a federal law). Of significant concern to healthcare organizations is the Administrative Simplification section of the Act which requires healthcare organizations to comply with specific rules regarding:

- Unique identifiers for health plans, providers, individuals, employers;
- Healthcare transactions and code sets for transmitting data electronically;
- Privacy regulations over disclosure and use of the health information;
- Security regulations over protections of electronic health information;

It is the policy of MANCHESTER MANAGEMENT, LLC not to release confidential and/or unauthorized information by home telephone, answering machine, work telephone, voice mail, cell phone and/or pager. Whenever returning telephone calls and the answering machine picks up, we do not leave a message if the name or telephone number is not on the recorded message to identify the resident. Information will not be left with an unauthorized person.

I authorize MANCHESTER MANAGEMENT, LLC to receive and/or release medical information pertaining to my care by the following methods and will assume responsibility to notify them whenever this information changes:

Home Telephone	_____ Yes	_____ No
Answering Machine	_____ Yes	_____ No
Work Telephone	_____ Yes	_____ No
Voice Mail	_____ Yes	_____ No
Cell Phone/Pager	_____ Yes	_____ No

I authorize the release of medical records to MANCHESTER MANAGEMENT, LLC in order to create and maintain health records and other information describing among other things, my health history, symptoms, examination and test results, diagnoses, treatment and any plans for future care or treatment. _____ Yes _____ No

Resident's Name _____ Date _____

Signature _____



EMERGENCY MEDICAL CARE RELEASE

I hereby give the manager or nurse on call for MANCHESTER MANAGEMENT, LLC permission to act on my behalf to arrange for transportation, to admit, and to authorize procedures at a hospital for the resident during an emergency when I am unable to do so myself. I accept responsibility and liability for all charges and/or fees incurred during an emergency, and release MANCHESTER MANAGEMENT, LLC from responsibility and liability for any actions taken.

Resident's Name _____ Date _____

Signature _____



ABUSE, NEGLECT AND EXPLOITATION POLICY And Facility Staff Acknowledgment Statement

It is the policy of **Manchester Management, LLC** that Manchester will not condone any form of resident abuse, neglect or exploitation at its facilities. It is our facility policy to report and respond to all such allegations, in accordance with federal and state law.

It is this facility's policy to always report allegations of abuse, neglect or exploitation and all other incidents as determined by State regulations, to the appropriate authorities.

Such reports may be made by all personnel, residents, family members, visitors, etc., without fear of retaliation from the facility or its staff.

Failure to report is counter to this facility's policy and will not be tolerated.

The purpose of this policy on "Preventing abuse, neglect, or exploitation" is to provide the facility with a guideline to the proper public postings, documentation, and education of employees to recognize and report abuse, with the purpose of preventing abuse, neglect or exploitation. Texas Health & Human Services ("HHS") requires that each facility take efforts to prevent abuse, neglect and exploitation.

Each resident in this assisted living facility has the right to:

be free from physical and mental abuse, including corporal punishment, neglect and exploitation.

In this facility, the following definitions apply, per Texas statutes:

ABUSE ALLEGATIONS

"Abuse" means:

Abuse —

(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code §261.401(1), which is an intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program that causes or may cause emotional harm or physical injury to, or the death of, a child served by the facility or program as further described by rule or policy; and

(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(1), which is:

(i) the negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to a resident by the resident's caregiver, family member, or other individual who has an ongoing relationship with the resident; or



(ii) sexual abuse of a resident, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure), or Chapter 22, Penal Code (assaultive offenses), committed by the resident's caregiver, family member, or other individual who has an ongoing relationship with the resident.

NEGLECT ALLEGATIONS

Neglect —

(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code, §261.401(3), which is a negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program, including failure to comply with an individual treatment plan, plan of care, or individualized service plan, that causes or may cause substantial emotional harm or physical injury to, or the death of, a child served by the facility or program as further described by rule or policy; and

(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(6), which is the failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caregiver to provide such goods or services.

EXPLOITATION ALLEGATIONS

Exploitation —

(A) for a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes, the term has the meaning in Texas Family Code §261.401(2), which is the illegal or improper use of a child or of the resources of a child for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility or program as further described by rule or policy; and

(B) for a person other than one described in subparagraph (A) of this paragraph, the term has the meaning in Texas Health and Safety Code §260A.001(4), which is the illegal or improper act or process of a caregiver, family member, or other individual who has an ongoing relationship with the resident using the resources of a resident for monetary or personal benefit, profit, or gain without the informed consent of the resident.

Reports of Abuse, Neglect or Exploitation:

- Any facility staff who has reasonable cause to believe that a resident is in a state of abuse, neglect, or exploitation must report the abuse, neglect, or exploitation.
- Reports of abuse, neglect, or exploitation are to be made to HHS state office at (800) 458-9858. Per HHS directions, reports may also be made online.



- Staff must follow this facility's internal policies regarding abuse, neglect, or exploitation, which includes reporting to the facility owner/manager.
- Reports of abuse, neglect, or exploitation are to also be reported immediately to the facility owner/manager.
- In accordance with State law, reports will also be made to local law enforcement, as required.
- The owner/manager and/or designee will investigate the alleged abuse, neglect, or exploitation and will send a written report of the investigation to HHS state office no later than the fifth calendar day after the oral report.
- All incidents occurring in the facility will be investigated and documented. This includes incidents that are not considered reportable to HHS.
- During the course of the investigation all facts will be documented on an incident report form. Witness statements, when appropriate, will be documented on a separate form, and if possible, signed by the witness as a testament of their statement. Any interviews conducted will be documented.
- Reports will follow the incident reporting guidelines provided in the current HHS incident reporting provider letter for assisted living and will be documented on the State's form.
- Investigation of the alleged abuse, neglect or exploitation will include interview of the resident and potential witnesses, as appropriate. In all cases, the resident's needs, safety and confidentiality will be protected.

Procedures

The following standards have been established by the State of Texas (HHS) for each assisted living community in the prevention of abuse, neglect or exploitation.

- The facility is required to post a sign in a public area stating that suspected abuse, neglect and exploitation must be reported to HHS at 1-800-458-9858.
- Provide the resident's immediate family, and document the family's receipt of, the HHS telephone hotline number to report suspected abuse, neglect or exploitation.
- Provide public postings and information regarding Authorized Electronic Monitoring.
- Keep specific documentation in an employee's personnel records to include:



- a criminal history report,
 - an annual employee misconduct registry check,
 - an annual nurse aide registry check,
 - documentation of an initial tuberculosis screening,
 - documentation of an employee's compliance with or exemption from of the facility vaccination policy, and
 - a signed statement acknowledging that an employee may be held criminally liable for failure to report suspected abuse, neglect or exploitation.
- As part of the four-hour orientation required by HHS, training for the employee on recognizing, understand the terms of abuse, neglect and exploitation, and reporting.

ACKNOWLEDGEMENT -- Resident or Family

I acknowledge that the facility's "Abuse, Neglect or Exploitation" policy has been provided to me and has been explained. The facility has provided me with the toll-free number to report abuse, neglect, exploitation. That number is: **1-800-458-9858**.

There will be no retaliation against anyone for reporting allegations of abuse, neglect or exploitation.

Resident's Name _____

Date _____

Signature _____



SUPPLY GUIDE FOR NEW RESIDENTS

- LAUNDRY BASKET
- 6 SETS OF TOWELS: 6 BATH TOWELS, 6 HAND TOWELS, 6 WASH CLOTHS
- 2 NON-SKID BATH MATS, ONE IN THE SHOWER AND ONE OUTSIDE THE SHOWER
- TOOTH BRUSH, TOOTH PASTE, TOOTH BRUSH HOLDER, MOUTHWASH
- SHAMPOO AND BODYWASH
- 2 SMALL PLASTIC TRASH CANS
- 24 PLASTIC HANGERS
- SHOWER CURTAIN
- DEODORANT
- 3 SETS OF BED LINENS
- 3 WASHABLE BED PADS
- 2 COMFORTERS
- 5 PAIRS OF PAJAMAS/NIGHT GOWNS
- AT LEAST 10 PAIRS OF UNDERWEAR
- A PAIR OF NONSKID SHOES (GOOD ONES)
- AT LEAST 2 PILLOWS
- SHOWER CAPS
- MEMORY FOAM FOR THE BED



OUT OF POCKET EXPENSES

Manchester may arrange for service providers to offer their services to our residents in our homes. Service providers may include manicurists, hair stylists or even medical providers who offer services that may/may not be covered by insurance. While we are happy to arrange such services, the cost of these services is not covered by Manchester and **our residents are responsible to pay for services that they choose.**

Additionally, Manchester will routinely pick up personal items (as described in the table on the next page) on behalf of our residents. Payment for these items remains the responsibility of the resident. With regard to hair styling charges and charges for other general toiletries, Manchester will add these charges to our residents' monthly bill. In other cases, the resident will be billed directly by the third-party provider, such as a medical services provider.

Please note that the hair stylist visits weekly and mani/pedi services are offered monthly. Note further that Manchester does not control pricing and therefore is not responsible if pricing changes. While price changes do not happen often, Manchester will make our best effort to notify residents if we are aware of a price change.

If the resident would like a personal phone line at the house, then the resident's family is responsible to arrange for a service provider to install the phone line. Further, all billings related to the phone line should be directed to the resident/resident's financial representative directly.



OUT OF POCKET EXPENSES

(Pricing subject to Change)

SERVICES	ESTIMATED COST	YES	NO	HOW OFTEN	COMMENTS
Women's Haircut	\$60.00				
Men's Haircut	\$50.00				
Color (family to supply color)	\$80.00 and up				
Shampoo & Set	\$50.00				
Boost/Ensure	\$32.00case				
Pull Ups Size:	\$42.00				
Super Diapers Size:	\$76.00				
Shampoo/Conditioner Brand:	\$10.00ea				
Body Wash Brand:	\$10.00				
Lotion Brand:	\$15.00				
Toothpaste Brand:	\$12.00				
Baby Wipes	\$26.00				
Bed Alarm	\$120.00				
Chair Alarm	\$80.00				
Manicure	\$60.00				
Pedicure	\$70.00				

Please note that Manchester does not control pricing by our stylist and other third-party vendors. The prices set above are estimates as they have been communicated to Manchester, but we cannot guaranty pricing has not changed. We ask that you please inquire regarding current rates at the time of purchase/service.




ACKNOWLEDGEMENT OF THE RECEIPT OF NOTICE OF HEALTH INFORMATION PRACTICES

The Health Insurance Portability and Accountability Act (HIPAA) is a federal government regulation designed to ensure that you are aware of your privacy rights and how your medical information can be used by our staff in providing and arranging your medical care.

We are furnishing you with the attached notice, which provides information about how above medical care providers may use and/or disclose protected health information about you for treatment, payment, health care operations and as otherwise allowed by law.

By signing this form, you acknowledge that you have received a copy of Notice of Health Information Practices.


Signature of Resident

Date



NOTICE OF HEALTH INFORMATION PRACTICES

Understanding Your Health Record/Information

This notice describes the practices of above medical care providers with respect to your protected health information created while you are their patient. The above medical care providers and personnel authorized to have access to your medical chart are subject to this notice. In addition, above medical care providers may share medical information with each other for treatment, payment or health care operations described in this notice.

We create a record of the care and services you receive from above medical care providers. We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This notice applies to all of the records of your care with above medical care providers.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

Your Health Information Rights

Although your health record is the physical property of above medical care providers, the information belongs to you. you have the right to:

- * Request a restriction on certain uses and disclosures of your information for treatment, payment, health care operations and as to disclosures permitted to persons, including family members involved with your care and as provided by law to agree to a requested restriction, unless the request relates to a restriction on disclosures to your health insurer regarding health care items or services for which you have paid out-of-pocket and in-full.;
- * Obtain a paper copy of this notice of information practices;
- * Inspect and request a copy of your health care record as provided by law;
- * Request that we amend your health record as provided by law. We will notify you if we are unable to grant your request to amend your health record;
- * Obtain an accounting of disclosures of your health information as provided by law;
- * Request communication of your health information by alternative means or at alternative locations.

We will accommodate reasonable requests; and

- * Revoke your authorization to use or disclose health information except to the extent that action has

already been taken in reliance on your authorization.

You may exercise your rights set forth in this notice by providing a written request, except for requests to obtain a paper copy of the notice, to above medical care providers at 6904 Jasper Dr. Plano, TX 75074.



Our Responsibilities

In addition to the responsibilities set forth above, we are also required to:

- * Maintain the privacy of your health information;
- * Subject to certain exceptions under the law, provide notice of any unauthorized acquisition, access, use or disclosure of your protected health information to the extent it was not otherwise secured;
- * Provide you with a notice as to our legal duties and privacy practices with respect to information we maintain about you;
- * Abide by the terms of this notice;
- * Notify you if we are unable to agree to a requested restriction on certain uses and disclosures;
- * We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain, including information created or received before the change. Should our information practices change we are not required to notify you, but we will have the revised notice available upon your request of above medical care providers;
- * We will not use or disclose your health information without your written authorization, except as described in this notice.

Examples of Disclosures for Treatment, Payment, Health Care Operations and As Otherwise Allowed By Law.

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information should fall within one of the categories.

We will use your health information for treatment.

For example: We may disclose medical information about you to doctors, nurses, technicians, medical students or other personnel who are involved in taking care of you with above medical care providers. We may share medical information about you in order to coordinate different treatments, such as prescriptions, lab work and x-rays. We may also provide your physician or a subsequent health-care provider with various reports to assist in treating you once you are discharged from care with above medical care providers.

We will use your health information for payment.

For example: A bill may be sent to our or a third-party payer. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.

We will use your health information for regular health care operations.

For example: We may use the information in your health record to assess the care and outcome in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the health care and services we provide.

We will use your health information as otherwise allowed by law. The following are some examples of how we may use or disclose medical information about you.



Business associates: There are some services provided in our organization through agreements with business associates. Examples include answering services and copy services. To protect your health information, business associates are also required to appropriately safeguard your information.

Notification: We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, your location, and general condition.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to protect the privacy of your health information.

Funeral Directors: We may disclose health information to funeral directors consistent with applicable law to carry out their duties.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Communications for treatment and health care operations: We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Food and Drug Administrations (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, medications, devices, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Worker's Compensation: We may disclose health information to the extent necessary to comply with laws relating to worker's compensation or other similar programs established by law.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

Abuse, Neglect or Domestic Violence: As required by law, we may disclose health information to a governmental authority authorized by law to receive reports of abuse, neglect, or domestic violence.

Judicial, Administrative and Law Enforcement Purposes: Consistent with applicable law, we may disclose health information about you for judicial, administrative and law enforcement purposes.



Required or allowed by law: We will disclose medical information about you when required or allowed to do so by federal, state or local law.



Information Regarding Authorized Electronic Monitoring for Nursing Facilities

A resident or the resident's guardian or legal representative is entitled to conduct authorized electronic monitoring (AEM) under Subchapter R, Chapter 242, Health and Safety Code. To request AEM, you, your guardian or your legal representative must:

- 1) complete the Request for Authorized Electronic Monitoring form (available from the facility);
- 2) obtain the consent of other residents, if any, in your room, using the Consent to Authorized Electronic Monitoring form (available from the facility); and
- 3) give the form(s) to the facility administrator or designee.

Who may request AEM?

- 1) The resident, if the resident has capacity to request AEM and has not been judicially declared to lack the required capacity.
- 2) The guardian of the resident, if the resident has been judicially declared to lack the required capacity.
- 3) The legal representative of the resident, if the resident does not have capacity to request AEM and has not been judicially declared to lack the required capacity.

Who determines if the resident does not have the capacity to request AEM?

The resident's physician will make the determination regarding the capacity to request AEM. When the resident's physician has determined the resident lacks capacity to request AEM, a person from the following list, in order of priority, may act as the resident's legal representative for the limited purpose of requesting AEM:

- 1) a person named in the resident's medical power of attorney or other advance directive;
- 2) the resident's spouse;
- 3) an adult child of the resident who has the waiver and consent of all other qualified adult children of the resident to act as the sole decision- maker;



- 4) a majority of the resident's reasonably available adult children;
- 5) the resident's parents; or
- 6) the individual clearly identified to act for the resident by the resident before the resident became incapacitated or the resident's nearest living relative.

Who may consent to AEM?

- 1) The other resident(s) in the room.
- 2) The guardian of the other resident, if the resident has been judicially declared to lack the required capacity.
- 3) The legal representative of the other resident, if the resident does not have capacity to sign the form, but has not been judicially declared to lack the required capacity. The legal representative is determined by following the procedure for determining a legal representative, as stated above, under "Who determines if the resident does not have the capacity to request AEM?"

Can a resident be discharged or refused admittance for requesting AEM?

A facility may not refuse to admit an individual and may not discharge a resident because of a request to conduct AEM. If either of these situations occur, you should report the occurrence to the local office of Long Term Care-Regulatory, Texas Health and Human Services Commission (HHSC).

What about covert electronic monitoring?

A facility may not discharge a resident because covert electronic monitoring is being conducted by or on behalf of a resident. A facility attempting to discharge a resident because of covert electronic monitoring should be reported to the local office of Long Term Care-Regulatory, HHSC.

What is required if a covert electronic monitoring device is discovered?

If a covert electronic monitoring device is discovered by a facility and is no longer covert as defined in §242.843, Health and Safety Code, the resident must meet all requirements for AEM before monitoring is allowed to continue.



Is notice of AEM required?

Anyone conducting AEM must post and maintain a conspicuous notice at the entrance to the resident's room. The notice must state that an electronic monitoring device is monitoring the room.

What is required for the installation of monitoring equipment?

The resident or the resident's guardian or legal representative must pay for all costs associated with conducting AEM, including installation in compliance with life safety and electrical codes, maintenance, removal of the equipment, posting and removal of the notice, or repair following removal of the equipment and notice, other than the cost of electricity.

A facility may require an electronic monitoring device to be installed in a manner that is safe for residents, employees, or visitors who may be moving about the room. A facility may also require that AEM be conducted in plain view.

The facility must make reasonable physical accommodation for AEM, which includes providing:

- 1) a reasonably secure place to mount the video surveillance camera or other electronic monitoring device; and
- 2) access to power sources for the video surveillance camera or other electronic monitoring device.

If the facility refuses to permit AEM or fails to make reasonable physical accommodations for AEM, you should report the facility's refusal to the local office of Long Term Care-Regulatory, HHSC.

Are facilities subject to administrative penalties for violations of the electronic monitoring rules?

Yes, DADS may assess an administrative penalty of \$500 against a facility for each instance in which the facility:

- 1) refuses to permit a resident or the resident's guardian or legal representative to conduct AEM;
- 2) refuses to admit an individual or discharges a resident because of a request to conduct AEM;
- 3) discharges a resident because covert electronic monitoring is being conducted by or on behalf of the resident; or



- 4) violates any other provision related to AEM.

How does AEM affect the reporting of abuse and neglect?

The Texas Health and Safety Code, §242.122, requires an individual to report abuse or neglect immediately. Section 242.131 establishes a criminal penalty for failure to report abuse and neglect. If abuse or neglect has occurred, the most important thing is to report it, regardless of whether the reporting meets the legal definition of timely. Abuse and neglect cannot be addressed unless reported.

For purposes of the duty to report abuse or neglect and the criminal penalty for the failure to report abuse or neglect, the following apply:

- 1) A person who is conducting electronic monitoring on behalf of a resident is considered to have viewed or listened to a tape or recording made by the electronic monitoring device on or before the 14th day after the date the tape or recording is made.
- 2) If a resident, who has capacity to determine that the resident has been abused or neglected and who is conducting electronic monitoring, gives a tape or recording made by the electronic monitoring device to a person and directs the person to view or listen to the tape or recording to determine whether abuse or neglect has occurred, the person to whom the resident gives the tape or recording is considered to have viewed or listened to the tape or recording on or before the seventh day after the date the person receives the tape or recording.
- 3) A person is required to report abuse based on the person's viewing of or listening to a tape or recording only if the incident of abuse is acquired on the tape or recording. A person is required to report neglect based on the person's viewing of or listening to a tape or recording only if it is clear from viewing or listening to the tape or recording that neglect has occurred.
- 4) If abuse or neglect of the resident is reported to the facility and the facility requests a copy of any relevant tape or recording made by an electronic monitoring device, the person who possesses the tape or recording must provide the facility with a copy at the facility's expense. The cost of the copy cannot exceed the community standard.
- 5) A person who sends more than one tape or recording to HHSC must identify each tape or recording on which the person believes an incident of abuse or evidence of neglect may be found. Tapes or recordings should identify the place on the tape or recording that an incident of abuse or evidence of neglect may be found.



What is required for the use of a tape or recording by an agency or court?

Subject to applicable rules of evidence and procedure, a tape or recording created through the use of covert monitoring or AEM may be admitted into evidence in a civil or criminal court action or administrative proceeding. A court or administrative agency may not admit into evidence a tape or recording created through the use of covert monitoring or AEM or take or authorize action based on the tape or recording unless:

- 1) the tape or recording shows the time and date the events on the tape or recording occurred, if the tape or recording is a video tape or recording;
- 2) the contents of the tape or recording have not been edited or artificially enhanced; and
- 3) any transfer of the contents of the tape or recording was done by a qualified professional and the contents were not altered, if the contents have been transferred from the original format to another technological format.

Are there additional provisions of the law?

A person who places an electronic monitoring device in the room of a resident or who uses or discloses a tape or other recording made by the device may be civilly liable for any unlawful violation of the privacy rights of another.

A person who covertly places an electronic monitoring device in the room of a resident or who consents to or acquiesces in the covert placement of the device in the room of a resident has waived any privacy right the person may have had in connection with images or sounds that may be acquired by the device.

A person who intentionally hampers, obstructs, tampers with, or destroys an electronic monitoring device installed in a resident's room in accordance with the Health and Safety Code, Subchapter R, Chapter 242, or a tape or recording made by the device, commits a Class B misdemeanor. It is a defense to prosecution that the person took the action with the effective consent of the resident on whose behalf the electronic monitoring device was installed or the resident's guardian or legal representative.

Signature – Resident/Person Signing on Behalf of Resident

Date