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DHS 83 Industry Training

Module 2
Subchapters V - VI

SUBCHAPTER V – ADMISSIONS,
RETENTION and DISCHARGE

- 83.27 – Limitations on Admissions and Retention
- 83.28 – Admission Procedures
- 83.29 – Admission Agreement
- 83.30 – Family Care Information and Referral
- 83.31 – Discharge or Transfer

83.27 Limitations on Admissions &
Retention

- (1) LICENSE CAPACITY
 - (a) No CBRF may have more residents, including respite care residents, than the maximum bed capacity on its license.
 - (b) The CBRF may not have more than 4 residents, or 10% of the licensed capacity, whichever is greater, who need more than 3 hours of nursing care per week or care above intermediate level nursing care for not more than 30 days unless the facility has obtained a waiver from the department or the department has received a request for a waiver from the CBRF and the department's decision is pending.

83.27 Limitations on Admissions & Retention

(2) ADMISSION AND RETENTION LIMITATIONS

A CBRF may not admit or retain any of the following persons:

- (b) A person who is destructive of property or self, or who is physically or mentally abusive to others, unless the CBRF has sufficient resources to care for such an individual and is able to protect the resident and others.
(d) A person who needs more than 3 hours of nursing care per week except for a temporary condition needing more than 3 hours of nursing care per week for no more than 30 days. If the CBRF requests a waiver or variance, the department may grant a waiver or variance to this requirement, as described under s. DHS 83.03, if the following conditions are met:

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83.27 Limitations on Admissions & Retention

- (2)(d)1. The resident's clinical condition is stable and predictable, does not change rapidly, and medical orders are unlikely to involve frequent changes or complex modifications and the resident's clinical condition is one that may be treatable, or the resident has a long-term condition needing more than 3 hours of nursing care per week for more than 30 days.

- (2)(f) A person whose condition requires care above intermediate level nursing care.

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83.27 Limitations on Admissions & Retention

- (2)(h) A person who is incapacitated, as defined under s. 50.06(1), Stats., unless the person has a health care agent under a valid and properly activated power of attorney for health care under ch. 155, Stats., or a court appointed guardian under ch. 54, Stats., except for the admission of an incapacitated individual who does not have such a legal representative, and who is admitted directly from the hospital according to the provision of s. 50.06, Stats.

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83.28 Admission Procedures

- (4) HEALTH SCREENING
 - (a) *Resident health screening.*
 - 2. Screening for tuberculosis and all immunizations shall be conducted using centers for disease control and prevention standards.
 - (b) *Respite care health screening.*
 - 2. If the person did not provide evidence of health screening required under subd. 1., prior to the second admission in a calendar year of a person in respite care, a physician, physician assistant, clinical nurse practitioner or a licensed registered nurse shall screen each respite care person for clinically apparent communicable disease, including tuberculosis, and document the results of the screening.
 - 3. Screening for tuberculosis and all immunizations shall be conducted using centers for disease control and prevention standards.

83.28 Admission Procedures

- (5) TEMPORARY SERVICE PLAN Upon admission, the CBRF shall develop a temporary service plan as required under s. DHS 83.35(2).

83.28 Admission Procedures

- (7) ADVANCED DIRECTIVES At the time of admission, the CBRF shall determine if the resident has executed an advanced directive. A copy of the document shall be maintained in the resident record as required under s. DHS 83.42(1)(p). A CBRF may not require an advanced directive as a condition of admission or as a condition of receiving any health care service.

83.29 Admission Agreement

□ (1) SERVICES AND CHARGES

- (b) *Written information regarding services and charges.* Before or at the time of admission, the CBRF shall provide written information regarding services available and the charges for those services to each resident, including persons admitted for respite care, or the resident's legal representative. This information shall include any charges for services not covered by the daily or monthly rate, any entrance fees, assessment fees and security deposit.

83.29 Admission Agreement

□ (2) ADMISSION AGREEMENT REQUIREMENTS

The admission agreement shall be given in writing and explained orally in the language of the prospective resident or legal representative. Admission is contingent on a person or that person's legal representative signing and dating an admission agreement. The admission agreement shall include all of the following:

- (a) An accurate description of the basic services provided, the rate charged for those services and the method of payment.
- (b) Information about all additional services offered, but not included in the basic services. The CBRF shall provide a written statement of the fees charged for each of these services.

83.29 Admission Agreement

- (2)(c) The method for notifying residents of a change in charges for services.
- (2)(d) Terms for resident notification to the CBRF of voluntary discharge. This paragraph does not apply to a resident in the custody of a government correctional agency.
- (2)(e) Terms for refunding charges for services paid in advance, entrance fees, or security deposits in the case of transfer, death or voluntary or involuntary discharge.

83.29 Admission Agreement

□ (3) REFUNDS

- (a) The CBRF shall return all refunds due a resident under the terms of the admission agreement within 30 days after the date of discharge.
- (b) During the first 6 months following the date of initial admission, the CBRF shall refund the entire entrance fee when the resident is discharged or when the resident meets the terms for notification to the CBRF of voluntary discharge as contained in the CBRF's admission agreement.

83.30 Family Care Information & Referral

- If the secretary of the department has certified that a resource center, as defined under s. DHS 10.13(42), is available for the facility under s. DHS 10.71, the CBRF shall provide information to prospective residents and refer residents and prospective residents to an aging and disability resource center as required under s. 50.035(4m) to (4p), Stats., and s. DHS 10.73.

83.31 Discharge or Transfer

- (2) EMERGENCY OR TEMPORARY TRANSFERS If a condition or action of a resident requires the emergency transfer of the resident to a hospital, nursing home or other facility for treatment not available from the CBRF, the CBRF may not involuntarily discharge the resident unless the requirements under sub. (4) are met.
- (4) DISCHARGE OR TRANSFER INITIATED BY CBRF
- (c) *Notice requirements.* Every notice of involuntary discharge shall be in writing to the resident or resident's legal representative and shall include all of the following:

83.31 Discharge or Transfer

- (4)(c)2. A statement that the resident or the resident's legal representative may ask the department to review the involuntary discharge by sending a written request within 10 days of receipt of the discharge statement to the department's regional office with a copy to the CBRF. The notice shall state that the request must provide an explanation why the discharge should not take place.
- (4)(d) *Department review of discharge.*
 - 2. Within 7 days after receiving the copy of the letter requesting the review, the CBRF may provide to the department's regional office, additional information justifying the discharge.

83.31 Discharge or Transfer

- (4)(d)3. The department shall complete its review within 10 days after the CBRF submits additional information under subd. 2, if any, and will notify in writing the resident or the resident's legal representative and the CBRF of the department's decision.

83.31 Discharge or Transfer

- (6) **DISBURSEMENT OF FUNDS**
 - (b) The CBRF shall return all resident funds held by the CBRF to the resident or the resident's legal representative within 14 days after discharge as required under s. DHS 83.34(4).

SUBCHAPTER VI – RESIDENT RIGHTS AND PROTECTIONS

- 83.32 Rights of Residents
- 83.33 Grievance Procedure
- 83.34 Resident Funds

83.32 Rights of Residents

- (3) RIGHTS OF RESIDENTS.** In addition to the rights under s. 50.09, Stats., each resident shall have all of the following rights:

83.32(3) Rights of Residents

- (b) Confidentiality.** The CBRF shall make the record available to the resident or the resident's legal representative for review. Copies of the record shall be made available within 30 days, if requested in writing, at a cost no greater than the cost of reproduction.

83.32(3) Rights of Residents

- (d) *Freedom from mistreatment.* Be free from physical, sexual and mental abuse and neglect, and from financial exploitation and misappropriation of property.

83.32(3) Rights of Residents

- (h) *Receive medication.* Receive all prescribed medications in the dosage and at intervals prescribed by a practitioner.

83.32(3) Rights of Residents

- (k) *Self-determination.* Make decisions relating to care, activities, daily routines and other aspects of life which enhance the resident's self reliance and support the resident's autonomy and decision making.

Wisconsin Stats. Chapter 50.09

In addition to DHS 83.32(3) Rights of Residents, the rights under Wisconsin Stats. Chapter 50.09 – Rights of Residents in Certain Facilities apply.

- 50.09(1) Residents' Rights
Every resident in a nursing home or community-based residential facility shall, except as provided in sub. (5), have the right to:

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Chapter 50.09(1) Residents' Rights

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

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Chapter 50.09(1) Residents' Rights

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

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Chapter 50.09(1) Residents' Rights

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

Chapter 50.09(1) Residents' Rights

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

Chapter 50.09(1) Residents' Rights

- (d) Be fully informed, in writing, prior to or at the time of admission of all services included in the per diem rate, other services available, the charges for such services, and be informed, in writing, during the resident's stay of any changes in services available or in charges for services.
- (e) Be treated with courtesy, respect and full recognition of the resident's dignity and individuality, by all employees of the facility and licensed, certified or registered providers of health care and pharmacists with whom the resident comes in contact.

Chapter 50.09(1) Residents' Rights

- (f) Physical and emotional privacy in treatment, living arrangements and in caring for personal needs, including, but not limited to:
 - (f)1. Privacy for visits by spouse. If both spouses are residents of the same facility, they shall be permitted to share a room unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record.
 - (f)2. Privacy concerning health care. Case discussion, consultation, examination and treatment are confidential and shall be conducted discreetly. Persons not directly involved in the resident's care shall require the resident's permission to authorize their presence.
 - (f)3. Confidentiality of health and personal records, and the right to approve or refuse their release to any individual outside the facility, except in the case of the resident's transfer to another facility or as required by law or 3rd-party payment contracts and except as provided in s. 146.82 (2) and (3).

Chapter 50.09(1) Residents' Rights

- (g) Not to be required to perform services for the facility that are not included for therapeutic purposes in the resident's plan of care.
- (h) Meet with, and participate in activities of social, religious, and community groups at the resident's discretion, unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record.
- (i) Retain and use personal clothing and effects and to retain, as space permits, other personal possessions in a reasonably secure manner.

Chapter 50.09(1) Residents' Rights

- (j) Be transferred or discharged, and be given reasonable advance notice of any planned transfer or discharge, and an explanation of the need for and alternatives to the transfer or discharge. The facility to which the resident is to be transferred must have accepted the resident for transfer, except in a medical emergency or if the transfer or discharge is for nonpayment of charges following a reasonable opportunity to pay a deficiency. No person may be involuntarily discharged for nonpayment under this paragraph if the person meets all of the following conditions:
 - (j)1. He or she is in need of ongoing care and treatment and has not been accepted for ongoing care and treatment by another facility or through community support services.

Chapter 50.09(1) Residents' Rights

- (j)2. The funding of his or her care in the nursing home or community-based residential facility under s. 49.45 (6m) is reduced or terminated because of one of the following:
 - a. He or she requires a level or type of care which is not provided by the nursing home or community-based residential facility.

Chapter 50.09(1) Residents' Rights

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

Chapter 50.09(1) Residents' Rights

- (L) Receive adequate and appropriate care within the capacity of the facility.
- (m) Use the licensed, certified or registered provider of health care and pharmacist of the resident's choice.
- (n) Be fully informed of the resident's treatment and care and participate in the planning of the resident's treatment and care.

Contact Information

For questions, you may contact the regional director using the following link:

[http://dhs.wisconsin.gov/rl_dsl/Contacts/ALSreglm
ap.htm](http://dhs.wisconsin.gov/rl_dsl/Contacts/ALSreglm
ap.htm)

Or you may email the regional director at:

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Carolyn.happel@wi.gov

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