

**ST. THERESA SPECIALTY HOSPITAL
PATIENT RIGHTS AND RESPONSIBILITIES**

PURPOSE:

To ensure that each patient/family admitted to St. Theresa Specialty Hospital is aware of their guaranteed rights and their responsibilities.

POLICY:

Every patient admitted to St. Theresa Specialty Hospital has certain rights and responsibilities. These rights are guaranteed and respected by the personnel of St. Theresa Hospital, but must also be adhered to by the physicians, families and visitors of St. Theresa Specialty Hospital. Each patient/family admitted to St. Theresa Specialty Hospital will receive a copy of the Patients Rights Policy upon admission. St. Theresa Specialty Hospital employees will be oriented to the Patients Rights Policy during orientation.

The Patients Rights Policy follows:

PATIENT'S RIGHTS

The Following Patient's Rights policy specifically applies to those patients admitted to the Hospital and is in accordance with federal and state regulations. As you are aware, your health care is our primary function and consideration, and the provision of healthcare requires a cooperative effort by the Hospital staff and you, the patient. To carry out your part of this cooperative effort, you, as the patient, must be informed of and understand what you may expect and what is expected of you – in other words, your rights and responsibilities.

1. Charges. You or Your Responsible Person, or if required by law, the relevant governmental agency in the absence of your Responsible Person, will be informed verbally and in writing prior to or at the time of admission of the services available in the Hospital and of the charges covered or not covered by the basic rate of the Hospital. Patients will receive monthly statements itemizing all charges incurred by them for which they are financially responsible. If changes in the charges for which you are financially responsible occur during your stay, you will be advised verbally and in writing at least (30) days in advance of the change as required in the Patient Admission Agreement. If the Hospital requires a security deposit, the written procedure or contract that is given to you or your Responsible Person will indicate how the deposit will be used and the terms for the return of the money. If requested, you will receive, within ten (10) days of your discharge, an itemized statement of all Hospital charges incurred while you were a patient at the Hospital.
2. Informed Consent. The attending Physician shall inform you of your medical condition. You shall be afforded the opportunity to participate in the planning of your medical treatment. You have the right to refuse treatment, including the administration of medication. You will be informed of the medical consequences of any refusal to accept treatment or medication. This information will also be recorded in your medical record. Where medically significant alternatives for care or treatment exist, or when you request information concerning medical alternatives, you have the right to receive such information.
3. Grievances. You will be encouraged and assisted throughout the period of stay to exercise your rights as a patient and as a citizen and may voice grievances and recommend changes in policies and

services to the Hospital staff, to an individual designated by the Hospital for such purpose, or to outside representatives of your choice. The Hospital's Patient Representative functions as the primary contact to receive complaints from patients regarding Hospital services. You or the individual designated by the Hospital will be made aware of the state Department of Health to which you may address grievances.

4. Independence. You will be free from restraint, interference, coercion, discrimination, or threat of reprisal by the Hospital, and you may manage your personal financial affairs.
5. Pain Management. You have the right to expect a timely response and appropriate management to reports of pain.
6. Restraint. You will be free from mental and physical abuse and free from chemical and, except in seclusion emergencies, physical restraints except as authorized in writing by a physician for a specified and limited period of time or when it is necessary to protect you from injuring yourself or others. If seclusion or restraints are used (including psychopharmacological drugs used as restraints) only in accordance with the plan of care and may be used only as a last resort and in the least restrictive manner as possible. They would only be used to protect you or others from harm and must be removed at the earliest possible time. Seclusion is not utilized except to reduce extreme stimulation for medical reasons.
7. Confidentiality. You will be assured confidential treatment of your personal and medical records and may approve or refuse their release to an individual outside the Hospital, except in the case of a transfer to another health care institution or as required by law or a third party payment contract. You have the right to obtain access to your personal and medical records in accordance with the Hospital's procedures and applicable law.
8. Privacy. You have the right to expect staff to respect your right to privacy and conduct treatments with discretion, providing as much modesty as possible.
9. Services. You may not be required to perform services for the Hospital that are not included for therapeutic purposes in the plan of care as prescribed by the attending physician and agreed to by you.
10. Communication. You will be permitted to send and receive personal mail unopened unless the Hospital has been instructed otherwise in writing by you or your Responsible Person. Hospital staff may assist you in sending or receiving personal mail if you request assistance.
11. Association. You will be permitted, unless medically contraindicated, as documented by the attending physician in the medical record, to participate in social and religious activities without interference from the administrator or the Hospital Staff. You will be permitted to meet with community groups unless medically contraindicated, as documented by the attending physician in the medical record.
12. Property. You will be permitted to retain and use personal clothing and possessions as space permits unless to do so would infringe upon the rights of other patients and unless medically contraindicated,

as documented by the attending physician in the medical records. Reasonable provisions will be made for proper handling of personal clothing and possessions that are retained by the Hospital. You will have access to and use of these belongings.

13. Visitors. You will be afforded an opportunity to meet in private with visitors or persons of your choice or to associate and communicate privately with persons of your choice. The Hospital will not restrict visits from your choice. The Hospital will not restrict visits from your legal counsel, your Responsible Person, or your spiritual advisor except at your request or the request of your sponsor.
14. Advance Directives. You have the right to formulate advance directives and to have those directives followed. Forms are available in admissions and are reviewed with you prior to admission. You may formulate advanced directives anytime during your stay.
15. Representative. The rights and responsibilities specified in subsections (2) and (3) devolve to your Responsible Person in the following instances: a) you are found by your physician to be medically incapable of understanding your rights.
16. Research. No experimental research or treatment in the Hospital shall be carried out without the necessary legal approvals and without your written approval after full disclosure. For the purposes of this subsection, "experimental medical research" means a treatment or procedure that:
 - a. Is not generally accepted practice in the medical community; and
 - b. Exposes you to risk, pain, injury, invasion of privacy or asks you to surrender your autonomy, such as a drug study.
17. Complaints. Questions, comments, or complaints concerning these rights or the application of these rights should be addressed promptly to the administrator of this Hospital or the Hospital's Patient Representative. Instances concerning potential abuse are to be brought to the administrator's attention immediately without regard to the time of day.
18. Discrimination. In accordance with applicable federal and state civil rights laws and regulatory requirements, you have the right to be provided with services at this Hospital without regard to race, color, religious creed, handicap, disability, ancestry, national origin, age, or sex. Complaints of discrimination may be filed with any member of the Hospital Administration.
19. Choice of Physician. You have the right, upon request, to be given the name of your attending physician, the names of all other practitioners directly participating in your care and the names and functions of other health care persons having direct contact with you. You have the further right to request a change in your physician or transfer to another faculty due to religious or other reasons. You have the right to assistance in obtaining consultation with another physician or practitioner at your request and at your own expense.
20. Disclosures. You have the responsibility for providing, to the best of your knowledge, accurate and complete information about present complaints, past illnesses, hospitalization medications, and other matters relating to your health. You have the responsibility to report unexpected changes in your condition to the responsible health care practitioner.

21. Questions. You have the responsibility to be open and honest with your physician and nurses about your health care concerns. Please be sure to ask questions if you do not understand instructions you receive. Speak up if you feel unable or unwilling to follow medical advice you receive. Understanding your health problems is important for the success of your treatment plan.
22. Cooperation. Your physician is obligated to exercise his/her best medical judgment in order to help you. It is your responsibility to cooperate in the treatment program, which your physician specifies. While you have the right to refuse any drug, treatment, or medical care recommended by your physician, you must realize that you are responsible for the results of your action if you refuse such treatment.
23. Rules. You have the responsibility to abide by all of the rules and regulations of the Hospital, which apply to you as a patient. You should understand that these rules and regulations are promulgated because the Hospital has an obligation to all of its patients. You are responsible for the control of your visitors and generally to conduct yourself and see that your visitors conduct themselves in such a manner that no other patient is deprived of his/her rights to private, quiet, and proper medical care.
24. Other Patients. You have the responsibility to be considerate of the rights of other patients and Hospital personnel and for your personal behavior in the control of noise, smoking and number of visitors. Telephone, television, radios, and lights should be used in a manner agreeable to others. Also, you have the responsibility for being respectful to the property of other persons and of the Hospital.
25. Payment. You have the responsibility for assuring that the financial obligations for your health care are fulfilled as promptly as possible.
26. Insurance. You have the responsibility to cooperate in furnishing Hospital personnel, to the best of your ability, any information or documents required by any insurance company or any federal or state agency which will or may undertake the payment of your Hospital charges in accordance with the requirements of federal or state regulations.

St. Theresa Specialty Hospital does not discriminate against any person on the basis of race, color, national origin, disability, or age in the admission, treatment, or participation in its programs, services and activities, or in employment. For further information about this policy, contact the hospital administrator or his/her designee.