

R432-150-12 Resident Rights

(1)

The facility shall establish written residents' rights.

(2)

The facility shall post resident rights in areas accessible to residents. A copy of the residents' rights document shall be available to the residents, the residents' guardian or responsible person, and to the public and the Department upon request.

(3)

The facility shall ensure that each resident admitted to the facility has the right to:

- (a) be informed, prior to or at the time of admission and for the duration of stay, of resident rights and of all rules and regulations governing resident conduct.
- (b) be informed, prior to or at the time of admission and for the duration of stay, of services available in the facility and of related charges, including any charges for services not covered by the facility's basic per diem rate or not covered under Titles XVIII or XIX of the Social Security Act.
- (c) be informed by a licensed practitioner of current total health status, including current medical condition, unless medically contraindicated, the right to refuse treatment, and the right to formulate an advance directive in accordance with UCA Section 75-2-1101;
- (d) be transferred or discharged only for medical reasons, for personal welfare or that of other residents, or for nonpayment for the stay, and to be given reasonable

advance notice to ensure orderly transfer or discharge; (e) be encouraged and assisted throughout the period of stay to exercise all rights as a resident and as a citizen, and to voice grievances and recommend changes in policies and services to facility staff and outside representatives of personal choice, free from restraint, interference, coercion, discrimination, or reprisal; (f) manage personal financial affairs or to be given at least a quarterly accounting of financial transactions made on his behalf should the facility accept his written delegation of this responsibility; (g) be free from mental and physical abuse, and from chemical and physical restraints; (h) be assured confidential treatment of personal and medical records, including photographs, and to approve or refuse their release to any individual outside the facility, except in the case of transfer to another health facility, or as required by law or third party payment contract; (i) be treated with consideration, respect, and full recognition of dignity and individuality, including privacy in treatment and in care for personal needs; (j) not be required to perform services for the facility that are not included for therapeutic purposes in the plan of care; (k) associate and communicate privately with persons of the resident's choice, and to send and receive personal mail unopened; (l) meet with social, religious, and community groups and participate in activities provided that the activities do not interfere with the rights of other residents in the facility; (m) retain and use personal clothing and possessions as space permits, unless to do so would infringe upon rights of other residents; (n) if married, to be assured privacy for visits by the spouse; and if both are residents in the facility, to be permitted to share a room; (o) have members of the clergy admitted at the request of the resident or responsible person at any time; (p) allow relatives or responsible persons to visit critically ill residents at any time; (q) be allowed privacy for visits with family, friends, clergy, social workers or for professional or business purposes; (r) have confidential access

to telephones for both free local calls and for accommodation of long distance calls according to facility policy; (s) have access to the State Long Term Care Ombudsman Program or representatives of the Long Term Care Ombudsman Program; (t) choose activities, schedules, and health care consistent with individual interests, assessments and care plan; (u) interact with members of the community both inside and outside the facility; and (v) make choices about all aspects of life in the facility that are significant to the resident.

(a)

be informed, prior to or at the time of admission and for the duration of stay, of resident rights and of all rules and regulations governing resident conduct.

(b)

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(c)

be informed by a licensed practitioner of current total health status, including current medical condition, unless medically contraindicated, the right to refuse treatment, and the right to formulate an advance directive in accordance with UCA Section 75-2-1101;

(d)

be transferred or discharged only for medical reasons, for personal welfare or that of other residents, or for nonpayment for the stay, and to be given reasonable advance notice to ensure orderly transfer or discharge;

(e)

be encouraged and assisted throughout the period of stay to exercise all rights as a resident and as a citizen, and to voice grievances and recommend changes in policies

and services to facility staff and outside representatives of personal choice, free from restraint, interference, coercion, discrimination, or reprisal;

(f)

manage personal financial affairs or to be given at least a quarterly accounting of financial transactions made on his behalf should the facility accept his written delegation of this responsibility;

(g)

be free from mental and physical abuse, and from chemical and physical restraints;

(h)

be assured confidential treatment of personal and medical records, including photographs, and to approve or refuse their release to any individual outside the facility, except in the case of transfer to another health facility, or as required by law or third party payment contract;

(i)

be treated with consideration, respect, and full recognition of dignity and individuality, including privacy in treatment and in care for personal needs;

(j)

not be required to perform services for the facility that are not included for therapeutic purposes in the plan of care;

(k)

associate and communicate privately with persons of the resident's choice, and to send and receive personal mail unopened;

(l)

meet with social, religious, and community groups and participate in activities provided that the activities do not interfere with the rights of other residents in the facility;

(m)

retain and use personal clothing and possessions as space permits, unless to do so would infringe upon rights of other residents;

(n)

if married, to be assured privacy for visits by the spouse; and if both are residents in the facility, to be permitted to share a room;

(o)

have members of the clergy admitted at the request of the resident or responsible person at any time;

(p)

allow relatives or responsible persons to visit critically ill residents at any time;

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be allowed privacy for visits with family, friends, clergy, social workers or for professional or business purposes;

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have confidential access to telephones for both free local calls and for accommodation of long distance calls according to facility policy;

(s)

have access to the State Long Term Care Ombudsman Program or representatives of the Long Term Care Ombudsman Program;

(t)

choose activities, schedules, and health care consistent with individual interests, assessments and care plan;

(u)

interact with members of the community both inside and outside the facility; and

(v)

make choices about all aspects of life in the facility that are significant to the resident.

(4)

A resident has the right to organize and participate in resident and family groups in the facility. (a) A resident's family has the right to meet in the facility with the families of other residents in the facility. (b) The facility shall provide a resident or family group, if one exists, with private space. (c) Staff or visitors may attend meetings at the group's invitation. (d) The facility shall designate a staff person responsible for providing assistance and responding to written requests that result from group meetings. (e) If a resident or family group exists, the facility shall listen to the views and act upon the grievances and recommendations of residents and families concerning proposed policy and operational decisions affecting resident care and life in the facility.

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(b)

The facility shall provide a resident or family group, if one exists, with private space.

(c)

Staff or visitors may attend meetings at the group's invitation.

(d)

The facility shall designate a staff person responsible for providing assistance and responding to written requests that result from group meetings.

(e)

If a resident or family group exists, the facility shall listen to the views and act upon the grievances and recommendations of residents and families concerning proposed policy and operational decisions affecting resident care and life in the facility.

(5)

The facility must accommodate resident needs and preferences, except when the health and safety of the individual or other residents may be endangered. A resident must be given at least a 24-hour notice before an involuntary room move is made in the facility. (a) In an emergency when there is actual or threatened harm to others, property or self, the 24 hour notice requirement for an involuntary room move may be waived. The circumstances requiring the emergency room change must be documented for Department review. (b) The facility must make and document efforts to accommodate the resident's adjustment and choices regarding room and roommate changes.

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(b)

The facility must make and document efforts to accommodate the resident's adjustment and choices regarding room and roommate changes.

(6)

If a facility is entrusted with residents' monies or valuables, the facility shall comply with the following: (a) The licensee or facility staff may not use residents' monies or valuables as his own or mingle them with his own. Residents' monies and valuables shall be separate, intact and free from any liability that the licensee incurs in the use of his own or the institution's funds and valuables. (b) The facility shall maintain adequate safeguards and accurate records of residents' monies and valuables entrusted to the licensee's care. (i) Records of residents' monies which are maintained as a drawing account must include a control account for all receipts

and expenditures, an account for each resident, and supporting vouchers filed in chronological order. (ii) Each account shall be kept current with columns for debits, credits, and balance. (iii) Records of residents' monies and other valuables entrusted to the licensee for safekeeping must include a copy of the receipt furnished to the resident or to the person responsible for the resident. (c) The facility must deposit residents' monies not kept in the facility within five days of receipt of such funds in an interest-bearing account in a local bank or savings and loan association authorized to do business in Utah, the deposits of which shall be insured. (d) A person, firm, partnership, association or corporation which is licensed to operate more than one health facility shall maintain a separate account for each such facility and shall not commingle resident funds from one facility with another. (e) If the amount of residents' money entrusted to a licensee exceeds \$100, the facility must deposit all money in excess of \$100 in an interest-bearing account. (f) Upon license renewal, the facility shall provide evidence of the purchase a surety bond or other equivalent assurance to secure all resident funds. (g) When a resident is discharged, all money and valuables of that resident which have been entrusted to the licensee must be surrendered to the resident in exchange for a signed receipt. Money and valuables kept within the facility shall be surrendered upon demand and those kept in an interest-bearing account shall be made available within three working days. (h) Within 30 days following the death of a resident, except in a medical examiner case, the facility must surrender all money and valuables of that resident which have been entrusted to the licensee to the person responsible for the resident or to the executor or the administrator of the estate in exchange for a signed receipt. If a resident dies without a representative or known heirs, the facility must immediately notify in writing the local probate court and the Department.

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The licensee or facility staff may not use residents' monies or valuables as his own or mingle them with his own. Residents' monies and valuables shall be separate, intact and free from any liability that the licensee incurs in the use of his own or the institution's funds and valuables.

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The facility shall maintain adequate safeguards and accurate records of residents' monies and valuables entrusted to the licensee's care. (i) Records of residents' monies which are maintained as a drawing account must include a control account for all receipts and expenditures, an account for each resident, and supporting vouchers filed in chronological order. (ii) Each account shall be kept current with columns for debits, credits, and balance. (iii) Records of residents' monies and other valuables entrusted to the licensee for safekeeping must include a copy of the receipt furnished to the resident or to the person responsible for the resident.

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Records of residents' monies and other valuables entrusted to the licensee for safekeeping must include a copy of the receipt furnished to the resident or to the person responsible for the resident.

(c)

The facility must deposit residents' monies not kept in the facility within five days of

receipt of such funds in an interest-bearing account in a local bank or savings and loan association authorized to do business in Utah, the deposits of which shall be insured.

(d)

A person, firm, partnership, association or corporation which is licensed to operate more than one health facility shall maintain a separate account for each such facility and shall not commingle resident funds from one facility with another.

(e)

If the amount of residents' money entrusted to a licensee exceeds \$100, the facility must deposit all money in excess of \$100 in an interest-bearing account.

(f)

Upon license renewal, the facility shall provide evidence of the purchase a surety bond or other equivalent assurance to secure all resident funds.

(g)

When a resident is discharged, all money and valuables of that resident which have been entrusted to the licensee must be surrendered to the resident in exchange for a signed receipt. Money and valuables kept within the facility shall be surrendered upon demand and those kept in an interest-bearing account shall be made available within three working days.

(h)

Within 30 days following the death of a resident, except in a medical examiner case, the facility must surrender all money and valuables of that resident which have been entrusted to the licensee to the person responsible for the resident or to the executor or the administrator of the estate in exchange for a signed receipt. If a resident dies without a representative or known heirs, the facility must immediately notify in writing the local probate court and the Department.