

## **78437 Participant Rights**

### **(a)**

Each participant shall have rights which include, but are not limited to, the following: (1) To be fully informed by the multidisciplinary team of health and functional status unless medically contraindicated, as documented by a physician in the participant's health record. (2) To participate in development and implementation of the participant's individual plan of care. (3) To be fully informed regarding the services to be provided, including frequency of services and treatment objectives, as evidenced by the participant's written acknowledgement. (4) To be fully informed in writing prior to or at the time of admission and during participation, of the services available at the center and of related charges including any charges for services not covered under the Medi-Cal program or not covered by the center's basic per diem rate. (5) To be fully informed of rights and responsibilities as a participant and of all rules and regulations governing participant conduct and responsibilities. Information shall be provided prior to or at the time of admission or, in the case of participants already in the center, when the center adopts or amends participant rights policies. The receipt of this information shall be acknowledged by the participant or the participant's authorized representative in writing. (6) To treatment and rehabilitative services designed to promote the participant's functional ability to the optimal level and to encourage independence. (7) To have reasonable access to telephones, both to

make and receive confidential calls, or to have such calls made for the participant, if necessary. (8) To be encouraged and assisted throughout the period of participation to exercise rights as a participant and civil and legal rights, and to this end to voice grievances and recommend changes in policies and services to center staff and to outside representatives of participant's choice, free from restraint, interference, coercion, discrimination or reprisal. (9) To have a fair hearing. (10) To end participation at the adult day health center at any time. (11) To refuse treatment and be informed of the consequences of such refusal. (12) To be discharged only for medical reasons, or for the participant's welfare or that of other participants or for nonpayment for his or her services and to be given reasonable advance notice to ensure orderly discharge. Such actions shall be documented in the participant's health record. (13) To be insured of the confidential treatment of all information contained in participant records, including information contained in an automated data bank. The participant's written consent shall be required for the release of information to persons not otherwise authorized under law to receive it. Persons representing the news media shall not be given any information that identifies or leads to the identification of the participant, including photographs, unless the participant has given written consent. A participant may provide written consent which limits the degree of information and the persons to whom information may be given. (14) To not be required to perform services for the facility that are not included for therapeutic purposes in the participant's individual plan of care. (15) To dignity, privacy and humane care, including privacy in treatment and in care for personal needs. (16) To be free from harm, including unnecessary physical restraint, or isolation, excessive medication, physical or mental abuse or neglect. (17) To be free from discrimination based on sex, race, color, religion, ancestry, national origin, sexual

orientation, disability, medical condition, marital status, or registered domestic partner status. (18) To be free from hazardous procedures.

**(1)**

To be fully informed by the multidisciplinary team of health and functional status unless medically contraindicated, as documented by a physician in the participant's health record.

**(2)**

To participate in development and implementation of the participant's individual plan of care.

**(3)**

To be fully informed regarding the services to be provided, including frequency of services and treatment objectives, as evidenced by the participant's written acknowledgement.

**(4)**

To be fully informed in writing prior to or at the time of admission and during participation, of the services available at the center and of related charges including any charges for services not covered under the Medi-Cal program or not covered by the center's basic per diem rate.

**(5)**

To be fully informed of rights and responsibilities as a participant and of all rules and regulations governing participant conduct and responsibilities. Information shall be provided prior to or at the time of admission or, in the case of participants already in the center, when the center adopts or amends participant rights policies. The receipt of this information shall be acknowledged by the participant or the participant's authorized representative in writing.

**(6)**

To treatment and rehabilitative services designed to promote the participant's functional ability to the optimal level and to encourage independence.

**(7)**

To have reasonable access to telephones, both to make and receive confidential calls, or to have such calls made for the participant, if necessary.

**(8)**

To be encouraged and assisted throughout the period of participation to exercise rights as a participant and civil and legal rights, and to this end to voice grievances and recommend changes in policies and services to center staff and to outside representatives of participant's choice, free from restraint, interference, coercion, discrimination or reprisal.

**(9)**

To have a fair hearing.

**(10)**

To end participation at the adult day health center at any time.

**(11)**

To refuse treatment and be informed of the consequences of such refusal.

**(12)**

To be discharged only for medical reasons, or for the participant's welfare or that of other participants or for nonpayment for his or her services and to be given reasonable advance notice to ensure orderly discharge. Such actions shall be documented in the participant's health record.

**(13)**

To be insured of the confidential treatment of all information contained in participant records, including information contained in an automated data bank. The participant's written consent shall be required for the release of information to persons not

otherwise authorized under law to receive it. Persons representing the news media shall not be given any information that identifies or leads to the identification of the participant, including photographs, unless the participant has given written consent. A participant may provide written consent which limits the degree of information and the persons to whom information may be given.

**(14)**

To not be required to perform services for the facility that are not included for therapeutic purposes in the participant's individual plan of care.

**(15)**

To dignity, privacy and humane care, including privacy in treatment and in care for personal needs.

**(16)**

To be free from harm, including unnecessary physical restraint, or isolation, excessive medication, physical or mental abuse or neglect.

**(17)**

To be free from discrimination based on sex, race, color, religion, ancestry, national origin, sexual orientation, disability, medical condition, marital status, or registered domestic partner status.

**(18)**

To be free from hazardous procedures.

**(b)**

Each adult day health center shall post in a prominent place in the center a list of participant rights in English and any other predominant language of the community.

**(c)**

Participant rights shall be orally explained to each participant in a language

understood by the participant.