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Title 22@ Social Security

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Division 6@ Licensing of Community Care Facilities

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Chapter 8@ Residential Care Facilities for the Elderly (RCFE)

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Article 8@ Resident Assessments, Fundamental Services and Rights

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Section 87468.2@ Additional Personal Rights of Residents in Privately Operated Facilities

87468.2 Additional Personal Rights of Residents in Privately Operated Facilities

(a)

In addition to the rights listed in Section 87468.1, Personal Rights of Residents in All Facilities, residents in privately operated residential care facilities for the elderly shall have all of the following personal rights: (1) To have a reasonable level of personal privacy in accommodations, medical treatment, personal care and assistance, visits, communications, telephone conversations, use of the Internet, and meetings of resident and family groups. (2) To have their records and personal information remain confidential and to approve their release, except as authorized by law. (3) To be encouraged and assisted in exercising their rights as citizens and as residents of the facility. Residents shall be free from interference, coercion, discrimination, and retaliation in exercising their rights. (4) To care, supervision, and services that meet their individual needs and are delivered by staff that are sufficient in numbers, qualifications, and competency to meet their needs. (5) To be served food of the quality and quantity necessary to meet their nutritional needs. (6) To make choices concerning their daily lives in the facility. (7) To fully participate in planning their care, including the right to attend and participate in meetings or communications regarding care and services to be provided, according to Health and Safety Code section 1569.80 and involve persons of their choice in this planning. The licensee shall provide

necessary information and support to ensure that residents direct the planning of their care to the maximum extent possible, and are enabled to make informed decisions and choices. (8) To be free from neglect, financial exploitation, involuntary seclusion, punishment, humiliation, intimidation, and verbal, mental, physical, or sexual abuse. (9) To present grievances and recommend changes in policies, procedures, and services to the facility staff, management, and governing authority, and to any other person without restraint, coercion, discrimination, reprisal, or other retaliatory actions. The licensee shall respond to residents' grievances and recommendations promptly. (10) To contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances in regard to the licensee. The licensee shall post the telephone numbers and addresses for the local offices of the State Department of Social Services and ombudsman program, according to Section 9718 of the Welfare and Institutions Code, conspicuously in the facility foyer, lobby, residents' activity room, or other location easily accessible to residents and their representatives. (11) To be fully informed, prior to or at the time of admission, of all rules that govern resident conduct and responsibilities while living at the facility, as evidenced by the resident's written acknowledgement. All rules established by a licensee shall be reasonable and not violate any rights in this section or other applicable laws or regulations, according to Health and Safety Code section 1569.885. (12) To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services, and to receive written notice of any rate increases according to Health and Safety Code sections 1569.655 and 1569.884. (13) To be informed in writing prior to or at the time of admission, of any resident retention limitations set by the state or licensee, including any limitations or restrictions on the licensee's ability

to meet residents' needs. (14) To reasonable accommodation of their individual needs and preferences in all aspects of life in the facility, except when accommodation would endanger the health or safety of the individual resident or other residents. (15) To reasonable accommodation of their preferences concerning room and roommate choices. (16) To written notice of any room changes at least 30 days in advance unless a room change is agreed to by the resident, required to fill a vacant bed, or necessary due to an emergency. (17) To share a room with their spouse, domestic partner, or a person of their choice when both spouses, partners, or residents live in the facility and both consent to the arrangement. (18) To select their own physicians, pharmacies, privately paid personal assistants, hospice agency, and health care providers in a manner that is consistent with the resident's admission agreement or other rules of the facility, and according to these personal rights. (19) To have prompt access to review all of their records and to purchase photocopies of their records. Photocopied records shall be provided within two (2) business days and at a cost that does not exceed the community standard for photocopies. (20) To be protected from involuntary transfers, discharges, and evictions. A licensee shall not involuntarily transfer or evict residents for reasons other than those permitted by state law or regulations and shall comply with all eviction and relocation protections for residents. For purposes of this paragraph, "involuntary" means a transfer, discharge, or eviction that is initiated by the licensee, not by the resident. (21) To consent to have their relatives and other individuals of their choosing visit during reasonable hours, privately, and without prior notice. (22) To receive written information on the right to establish an advance health care directive and the licensee's written policies on honoring an advance health care directive according to Health and Safety Code section 1569.156. (23) To be encouraged to develop and maintain their fullest

potential for independent living through participation in activities designed and implemented for this purpose, according to Section 87219. (24) To organize and participate in a resident council established according to Health and Safety Code section 1569.157. (25) To protection of their property from theft or loss according to Health and Safety Code sections 1569.152, 1569.153, and 1569.154. (26) To manage their financial affairs. A licensee shall not require residents to deposit their personal funds with the licensee. Except as provided for in approved continuing care agreements, a licensee, or a spouse, domestic partner, relative, or employee of a licensee, shall not do any of the following: (A) Accept appointment as a guardian or conservator of the person or estate of a resident. (B) Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative. (C) Serve as an agent for a resident under any general or special power of attorney. (D) Become or act as a joint tenant on any account with a resident. (E) Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident. (27) To keep, have access to, and use their own personal possessions, including toilet articles, and to keep and be allowed to spend their own money, unless limited by statute or regulation.

(1)

To have a reasonable level of personal privacy in accommodations, medical treatment, personal care and assistance, visits, communications, telephone conversations, use of the Internet, and meetings of resident and family groups.

(2)

To have their records and personal information remain confidential and to approve their release, except as authorized by law.

(3)

To be encouraged and assisted in exercising their rights as citizens and as residents of the facility. Residents shall be free from interference, coercion, discrimination, and retaliation in exercising their rights.

(4)

To care, supervision, and services that meet their individual needs and are delivered by staff that are sufficient in numbers, qualifications, and competency to meet their needs.

(5)

To be served food of the quality and quantity necessary to meet their nutritional needs.

(6)

To make choices concerning their daily lives in the facility.

(7)

To fully participate in planning their care, including the right to attend and participate in meetings or communications regarding care and services to be provided, according to Health and Safety Code section 1569.80 and involve persons of their choice in this planning. The licensee shall provide necessary information and support to ensure that residents direct the planning of their care to the maximum extent possible, and are enabled to make informed decisions and choices.

(8)

To be free from neglect, financial exploitation, involuntary seclusion, punishment, humiliation, intimidation, and verbal, mental, physical, or sexual abuse.

(9)

To present grievances and recommend changes in policies, procedures, and services to the facility staff, management, and governing authority, and to any other person without restraint, coercion, discrimination, reprisal, or other retaliatory actions. The

licensee shall respond to residents' grievances and recommendations promptly.

(10)

To contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances in regard to the licensee. The licensee shall post the telephone numbers and addresses for the local offices of the State Department of Social Services and ombudsman program, according to Section 9718 of the Welfare and Institutions Code, conspicuously in the facility foyer, lobby, residents' activity room, or other location easily accessible to residents and their representatives.

(11)

To be fully informed, prior to or at the time of admission, of all rules that govern resident conduct and responsibilities while living at the facility, as evidenced by the resident's written acknowledgement. All rules established by a licensee shall be reasonable and not violate any rights in this section or other applicable laws or regulations, according to Health and Safety Code section 1569.885.

(12)

To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services, and to receive written notice of any rate increases according to Health and Safety Code sections 1569.655 and 1569.884.

(13)

To be informed in writing prior to or at the time of admission, of any resident retention limitations set by the state or licensee, including any limitations or restrictions on the licensee's ability to meet residents' needs.

(14)

To reasonable accommodation of their individual needs and preferences in all aspects of life in the facility, except when accommodation would endanger the health or safety

of the individual resident or other residents.

(15)

To reasonable accommodation of their preferences concerning room and roommate choices.

(16)

To written notice of any room changes at least 30 days in advance unless a room change is agreed to by the resident, required to fill a vacant bed, or necessary due to an emergency.

(17)

To share a room with their spouse, domestic partner, or a person of their choice when both spouses, partners, or residents live in the facility and both consent to the arrangement.

(18)

To select their own physicians, pharmacies, privately paid personal assistants, hospice agency, and health care providers in a manner that is consistent with the resident's admission agreement or other rules of the facility, and according to these personal rights.

(19)

To have prompt access to review all of their records and to purchase photocopies of their records. Photocopied records shall be provided within two (2) business days and at a cost that does not exceed the community standard for photocopies.

(20)

To be protected from involuntary transfers, discharges, and evictions. A licensee shall not involuntarily transfer or evict residents for reasons other than those permitted by state law or regulations and shall comply with all eviction and relocation protections for residents. For purposes of this paragraph, "involuntary" means a transfer, discharge, or

eviction that is initiated by the licensee, not by the resident.

(21)

To consent to have their relatives and other individuals of their choosing visit during reasonable hours, privately, and without prior notice.

(22)

To receive written information on the right to establish an advance health care directive and the licensee's written policies on honoring an advance health care directive according to Health and Safety Code section 1569.156.

(23)

To be encouraged to develop and maintain their fullest potential for independent living through participation in activities designed and implemented for this purpose, according to Section 87219.

(24)

To organize and participate in a resident council established according to Health and Safety Code section 1569.157.

(25)

To protection of their property from theft or loss according to Health and Safety Code sections 1569.152, 1569.153, and 1569.154.

(26)

To manage their financial affairs. A licensee shall not require residents to deposit their personal funds with the licensee. Except as provided for in approved continuing care agreements, a licensee, or a spouse, domestic partner, relative, or employee of a licensee, shall not do any of the following: (A) Accept appointment as a guardian or conservator of the person or estate of a resident. (B) Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative. (C) Serve as an agent for a

resident under any general or special power of attorney. (D) Become or act as a joint tenant on any account with a resident. (E) Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident.

(A)

Accept appointment as a guardian or conservator of the person or estate of a resident.

(B)

Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative.

(C)

Serve as an agent for a resident under any general or special power of attorney.

(D)

Become or act as a joint tenant on any account with a resident.

(E)

Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident.

(27)

To keep, have access to, and use their own personal possessions, including toilet articles, and to keep and be allowed to spend their own money, unless limited by statute or regulation.

(b)

A licensed residential care facility for the elderly shall not discriminate against a person seeking admission or a resident based on the person's or resident's sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived

gender identity.

(c)

No provision of a contract of admission, including all documents that a resident or their representative is required to sign as part of the contract for, or as a condition of, admission to a residential care facility for the elderly, shall require that a resident waive benefits or rights to which they are entitled as specified in these regulations or as provided by federal or other state law or regulation.

(d)

Residents' family members, friends, and representatives have the right to organize and participate in a family council that is established according to Health and Safety Code section 1569.158.

(e)

The rights specified in this section shall be in addition to any other rights provided by law.

(f)

The Department does not have the authority to waive the personal rights specified in subsection (a).