

ADMISSION RIGHTS

A. Rights regarding admissions contracts.

1. Every nursing home must use the Standard Admission Agreement developed by the California Department of Public Health (DPH).
 - These Resident Rights and Responsibilities are in addition to the Resident Rights included in the CDPH Standard Admission Agreement.
2. Nursing home must make reasonable efforts to communicate contents of contract to resident prior to admission.

B. Arbitration agreements.

1. Nursing home cannot require applicants or residents to sign an arbitration agreement as a condition of admission or medical treatment.
2. An arbitration agreement must be on a form separate from the admission agreement and require separate signatures.
3. A resident cannot waive his or her ability to sue for violations of residents' rights.
4. Residents and their legal representatives can rescind an arbitration agreement by giving written notice to the facility within 30 days of their signature.

C. Notice of rights.

1. Nursing home must inform the resident both orally and in writing in a language that the resident understands of his or her rights.
2. Nursing home must give the resident written information about advance directives explaining:
 - a. The right to make health care decisions.
 - b. The right to accept or refuse medical treatment.
 - c. The right to prepare an advance health care directive.
 - d. The facility's policies governing use of advance directives.

D. Right to reimbursement under Medi-Cal and Medicare programs.

1. Medi-Cal and/or Medicare certified nursing homes must prominently display and provide information about how to apply for Medicare or Medi-Cal benefits and how to receive refunds for services already paid for.
2. Medi-Cal certified nursing home must give the resident, his or her spouse, and representative a state-mandated notice explaining Medi-Cal financial eligibility requirements.

E. Right to be free from financial pre-conditions to admission.

1. Nursing home cannot require or accept a deposit if Medi-Cal or Medicare is paying for a resident's stay.

F. Right to return of security deposit.

1. No later than 14 days after the resident's death, to the heir, legatee, or personal representative.

TRANSFER AND DISCHARGE RIGHTS (See *Licensing and Certification Policy and Procedure Manual Section 618 et.seq.*)

A. Prohibitions against transfer or eviction.

1. Nursing home shall not seek to expel resident in retaliation for filing of complaint; attempt to evict resident within 180 days of filing of complaint against facility is rebuttably presumed to be retaliatory.
2. Medi-Cal certified nursing home shall not evict or transfer residents who have made a timely application for Medi-Cal and for whom an eligibility determination has not yet been made.

B. Right to notice prior to transfer or discharge from facility.

1. A physician must document the basis for the transfer or discharge in the resident's clinical record.

C. Right to appeal proposed transfer or discharge from facility.

1. Upon request by the resident or representative, the state must conduct appeal hearings that comply with federal requirements.

D. Right to preparation of residents prior to transfer or discharge.

1. Nursing home must provide sufficient preparation and orientation to residents to ensure safe and orderly transfer or discharge from the facility.
2. Nursing home must develop a post-discharge plan of care that is developed with the participation of the resident and his or her family, which will assist the resident to adjust to his or her new living environment.

E. Right to readmission after hospitalization.

1. Right to receive a written bed-hold notice when transferred to the hospital; nursing home must offer its next available bed to resident upon hospital discharge if it doesn't comply.
2. A nursing home's refusal to readmit a resident during a bed hold will be treated as an involuntary transfer, allowing the resident the right to appeal the transfer. The resident can remain in the hospital until the final determination of the hearing officer.
3. If the resident is not on Medi-Cal and has no other source of payment, the hearing and final determination must be made within 48 hours.

F. Right to readmission after leave of absence/therapeutic leave.

1. Medi-Cal will pay to hold bed for 18 days (or more) per year for beneficiaries during leaves that are in accordance with their care plan.

G. Relocation rights during nursing home closures.

Prior to closure or changes in operation, the facility shall:

1. Provide at least 60 days written notice of an impending closure to residents, their representatives, the Department of Public Health and the long term care ombudsman. The 60-day period can be extended by up to an additional 60 days if residents' placement problems are encountered.
2. Hold a community meeting for residents and their families no later than 30 days after providing the written notice.

3. If 10 or more residents are likely to be transferred, submit a proposed relocation plan for the affected residents to the California Department of Public Health for approval or disapproval at least 30 days prior to written notification of residents. The proposed plan must also be sent to the local long term care ombudsman at the same time.
4. Notify residents and their representatives that the transfer plan is available to them free of charge upon request.
5. Take reasonable steps to transfer affected residents safely and minimize possible transfer trauma.
6. Conduct assessments of each resident's medical, nursing, social and functional needs that include recommendations for preventing or ameliorating potential adverse consequences of the transfer.
7. Evaluate the relocation needs of each resident including proximity to the resident's representative and determine the most appropriate and available type of future care and services for the resident before written notice of transfer is given to the resident or the resident's representative.
8. Give assurance that the residents would be transferred to the most appropriate facility or other setting in terms of quality, services, and location, taking into consideration the needs, choice, and best interests of each resident.
9. Discuss the evaluation and medical assessment with the resident or the resident's representative and make them part of the medical records for transfer.
10. Provide an appropriate team of professional staff to assist residents and families in obtaining alternative placement.
11. At least 60 days in advance of the transfer, inform the resident or the resident's representative of alternative facilities that are available and adequate to meet resident and family needs.
12. Arrange for appropriate future medical care and services, unless the resident or resident's representative has otherwise made these arrangements.
13. Maintain an appropriate level of staffing in order to ensure the well-being of all the residents as they continue to reside in the facility.
14. Not admit any new residents on or after the date on which written notification of closure is submitted.

RIGHTS WITHIN NURSING HOME

A. Rights relating to dignity, quality of care, quality of life.

1. Right to receive the necessary care and services to attain or maintain the highest practicable physical, mental and psychosocial well-being.
2. Nursing home must care for its residents in such a manner and in such an environment to maintain or enhance the quality of life of each resident.
3. Right to reasonable accommodation of individual needs and preferences.
4. Right to social services to attain or maintain the highest practicable physical, mental and psychosocial well-being.

B. Right to homelike environment and use of personal belongings.

1. Right to safe, clean, comfortable and homelike environment.
2. Right to housekeeping and maintenance services necessary to maintain a sanitary, orderly and comfortable environment.

3. Right to clean bed and bath linens that are in good condition.
4. Right to adequate and comfortable lighting levels in all areas.
5. Right to comfortable and safe temperature levels.
6. Right to comfortable sound levels.
7. Bedrooms must accommodate not more than four residents, must measure at least 80 square feet of space per resident in multi-resident rooms or 100 square feet in single rooms, and must have a least one window to the outside. For facilities that receive approval of constructions or reconstruction plans by State and local authorities or are newly certified after November 28, 2016, bedrooms must accommodate no more than two residents.

C. Right to make health care decisions, choose health care providers, medical records.

1. Right to be given information on the name, specialty, and way of contacting the physician and other primary care professionals responsible for the resident's care.
2. Right to be informed, in advance, of changes to the plan of care.
3. Right to receive the services and/or items included in the plan of care.
4. Right to see the care plan, including the right to sign after significant changes to the plan of care.
5. Right to be informed, in advance, of the care to be furnished and the type of care giver or professional that will furnish care.
6. Right to informed consent.
7. Right to be fully informed in advance of medical care and treatment in language resident can understand.
8. Right to formulate an advance directive.
9. Right to store non-prescription medications at bedside unless contraindicated by physician or facility.
10. Right to prompt notification of resident, legal representative and family member of accident resulting in injury to resident, significant changes in resident's physical, mental or psychosocial status, or need to alter treatment significantly.
11. Right to access and copy at reasonable cost all records including clinical records.
12. Right to amend medical records.
13. Right to review and obtain copies of facility nurse staffing data.

D. Right to be free from restraint.

1. Right to be free from unnecessary drugs.

E. Right to autonomy

1. Right to choose activities, schedules, health care, and providers of healthcare services and participate in resident and family groups and other social, religious, and community activities.
2. Right to make choices about aspects of life in the facility that are significant to the resident.
3. Right to share a room with roommate of choice when practicable, when both residents live in the same facility and both residents consent to the arrangement.
4. Right to be temporarily absent from the facility.
5. Right to examine the results of most recent survey of facility and any plan of correction.

F. Right to privacy/confidentiality/communications/access/visitors.

1. Right to privacy in oral, written, and electronic communications.
2. Right to reasonable access to and privacy in use of electronic communications such as email and video communications and for Internet research.
3. Right of immediate access to resident by federal, state, or ombudsman's representative, family members, and others who visit with the consent of the resident.
4. Right to reasonable access to any entity or individual that provides health, social, legal, or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.
5. Nursing home shall provide interpreters or other mechanisms to ensure adequate communications between residents and staff if language or communication barriers exist.

G. Right regarding transfer within nursing home.

1. Right to be treated identically with respect to transfers regardless of source of payment.
2. If the resident changes to Medi-Cal payment status, a Medi-Cal certified nursing home is prohibited from room-to-room transfers because of change in payment status; however, the resident may be transferred from a private room to a semi-private room.

H. Payment rights.

1. Right not to be discriminated against based on source of payment.
2. Nursing home cannot impose a charge for any item or service for which payment is made under Medi-Cal or Medicare, except for applicable deductible and coinsurance amounts.
3. Nursing home must not charge a resident or representative for any item or services not requested by the resident.
4. Nursing home must inform, orally and in writing, the resident requesting an item or service for which a charge will be made that there will be a charge for the item or service and what the charge will be.
5. Nursing home must return any advance payments no later than 14 days after the resident's discharge or death to the heir, legatee, or personal representative.
6. Medi-Cal beneficiaries' right to use their share-of-cost to pay for medically necessary care not paid for by the Medi-Cal program.

I. Rights on protection of funds and property.

1. Nursing home shall reimburse resident for current value of stolen or lost property if it fails to make reasonable efforts to safeguard property.
2. Nursing home must inventory resident's personal property on admission and upon death or discharge.
3. Nursing home must update resident's inventory upon written request when items are brought into or removed from the facility.
4. Nursing home must secure resident's personal property.
5. Nursing home must mark resident's personal property.
6. Nursing home must establish theft and loss record for items worth \$25 or more.
7. Nursing home must report theft of property with a value of \$100 or more to police.

8. Nursing home must prevent misappropriation of resident property and report suspected crimes involving theft to state authorities and other entities within 24 hours.
9. Nursing home shall exercise reasonable care for the protection of the resident's property from loss or theft.
10. Nursing home must refer residents with lost or damaged dentures for dental services within 3 days, arrange for necessary transportation, and assist residents who are eligible and wish to participate to apply for reimbursement of dental services as an incurred medical expense.
11. Facility policies must identify when the loss of damage of dentures is its responsibility and prohibit charging residents in this situation.
12. Nursing home must surrender resident's personal property upon death or discharge.
13. Resident has the right to locked area for safekeeping of personal property. The nursing home must provide a lock for the resident's drawer or cabinet at the request of and at the expense of the resident or the resident's representative.

J. Lesbian, Gay, Bisexual, and Transgender Long-Term Care Facility Bill of Rights; California Health and Safety Code, Division 2, Chapter 2.45.

Except to the extent that it is incompatible with any professionally reasonable clinical judgment, it shall be unlawful for a long-term care facility or facility staff to take any of the following actions wholly or partially on the basis of a person's actual or perceived sexual orientation, gender identity, gender expression, or human immunodeficiency virus (HIV) status:

1. Deny admission to a long-term care facility, transfer or refuse to transfer a resident within a facility or to another facility, or discharge or evict a resident from a facility.
2. Deny a request by residents to share a room.
3. Where rooms are assigned by gender, assigning, reassigning, or refusing to assign a room to a transgender resident other than in accordance with the transgender resident's gender identity, unless at the transgender resident's request.
4. Prohibit a resident from using, or harass a resident who seeks to use or does use, a restroom available to other persons of the same gender identity regardless of whether the resident is making a gender transition or appears to be gender-nonconforming. Harassment includes, but is not limited to, requiring a resident to show identity documents in order to gain entrance to a restroom available to other persons of the same gender identity.
5. Willfully and repeatedly fail to use a resident's preferred name or pronouns after being clearly informed of the preferred name or pronouns.
6. Deny a resident the right to wear or be dressed in clothing, accessories, or cosmetics that are permitted for any other resident.
7. Restrict a resident's right to associate with other residents or with visitors, including the right to consensual sexual relations, unless the restriction is uniformly applied to all residents in a nondiscriminatory manner. This section does not preclude a facility from banning or restricting sexual relations, as long as the ban or restriction is applied uniformly and in a nondiscriminatory manner.

- Deny or restrict medical or nonmedical care that is appropriate to a resident's organs and bodily needs, or provide medical or nonmedical care in a manner that, to a similarly situated reasonable person, unduly demeans the resident's dignity or causes avoidable discomfort.

Additionally, long-term care facilities shall:

- Post a statutorily prescribed notice.
- Protect personally identifiable information regarding residents' sexual orientation, whether a resident is transgender, a resident's transition history, and HIV status from unauthorized disclosure.
- Ensure staff not directly involved in providing direct care to a resident, including, but not limited to, a transgender or gender-nonconforming resident, are not present during physical examination of the provision of personal care to that resident if the resident is partially or fully unclothed with the express permission of that resident, or his or her legally authorized representative or responsible party.
- Inform all residents, including, but not limited to, LGBT residents, they have the right to refuse to be examined, observed, or treated by any facility staff when the primary purpose is educational or informational rather than therapeutic or for resident appraisal or reappraisal, and that refusal shall not diminish the resident's access to care for the primary purpose of diagnosis or treatment.

K. Notice of ownership changes.

- Within 30 days of an approved ownership change, the nursing home must send written notification to all current residents and to their primary contacts disclosing the name of the owner and licensee of the skilled nursing facility and the name and contact information of a single entity that is responsible for all aspects of resident care and operation at the facility.

L. Equal Rights Amendment.

- Rights established by federal regulations apply to all California nursing home residents, regardless of their payment source or the Medicare or Medi-Cal certification status of the nursing home.

M. Exercise of rights by surrogates.

- A resident's representative may exercise rights on behalf of the resident.
- Persons who may act as a resident's representative are a conservator, a person appointed by the resident through a durable power of attorney for healthcare or advance health care directive, a resident's next-of-kin, or other persons lawfully appointed by the resident or a court.

N. Rights of family members.

- Right to visit at any time.
- Right to participate in planning the resident's care.
- Right to be informed of residents' rights.
- Right to immediate notification of an accident resulting in injury, a significant change in the resident's condition, a need to alter treatment significantly, or a decision to transfer the resident.
- With the resident's consent, the right to be notified if a physician orders or increases an order for any antipsychotic medication.

6. Right of resident representative to be notified promptly if the resident is going to be moved to another room or if there is a change of roommates.
7. Right to organize and participate in a family council.

O. Right to exercise rights and voice grievances.

1. Right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising rights.
2. Right to voice grievances and recommend changes in policies and services to facility staff, to contact outside representatives, to file complaints, and to cooperate in inspections and investigations free from restraint, interference, coercion, discrimination or reprisal.
3. Right to prompt efforts by the facility to resolve grievances, including those involving the behavior of other residents.
4. Right to obtain a written decision regarding a grievance.
5. Right to contact and receive information from agencies acting as client advocates.

P. Right to file complaint.

1. Any person has the right to file a complaint by phone, in writing, or in person with the Department of Public Health (DPH) against a nursing home.
2. DPH shall not disclose the complainant's name.
3. DPH shall notify the complainant of the assigned inspector's name within 2 working days of the receipt of the complaint.
4. DPH shall notify the complainant of the opportunity to accompany the investigator during the inspection of the facility.
5. DPH shall make an onsite inspection or investigation within 24 hours of the receipt of the complaint if there is a serious threat of imminent danger of death or serious bodily harm; onsite investigations of all other complaints must begin within 10 working days of receipt of the complaint.
6. DPH shall complete investigations of complaint received on or after July 1, 2018, within 60 days of receipt and notify the complainant in writing of its findings upon completion.
7. Investigations may be extended up to an additional 60 days due to extenuating circumstances. DPH shall document the circumstances and notify the complainant in writing of the estimated completion date.
8. DPH shall notify the complainant of the right to appeal the findings, initially to the district office that investigated the complaint, and if still dissatisfied, to DPH's state office.
9. DPH shall send a copy of any citation issued as a result of the complaint to the complainant by registered or certified mail.
10. DPH shall advise the facility that it is unlawful to discriminate or seek retaliation against a complainant.
11. Nursing home may not seek to expel resident in retaliation for filing of complaint; attempt to evict resident within 180 days of filing of complaint against facility is rebuttably presumed to be retaliatory.

Q. Enforcement of rights.

1. Right to sue facility for injunction or damages for violation of rights.

SNF RESIDENT RESPONSIBILITIES

1. To provide, to the best of your knowledge accurate and complete information regarding present health problems, past illnesses and hospitalizations, medications, mobility, and other matters relating to his or her health.
2. To report unexpected changes in your condition to the health care team.
3. To participate in the plan of care and cooperate with the physician and other caregivers.
4. To be responsible for consequences of treatment if refused or if the practitioner's instruction are not followed. Refusal of treatment therapies may result in discharge from Swing Bed.
5. To make it known if education, instructions or communications are not understood.
6. To be considerate of the rights of other patients and facility personnel by assisting in the control of noise and by observing Mee Memorial Healthcare System Smoke/Tobacco Free Campus Policy.
7. To be respectful of the property of other people and of the facility.
8. To inform the hospital and physician of advanced directives formulated or durable power of medical care and provide a copy of the same.
9. To assure the financial obligations for the care provided is fulfilled as promptly as possible.
10. To cooperate and give your permission for examinations, test, nursing care and treatment once the purpose, risks and benefits have been understood.
11. To notify the caregivers of any dissatisfaction regarding your care.
12. To be free of the influence of illegal drugs and alcohol, and agree to refrain from having them in my possession or using them while on the premises of this facility.
13. Abide by the facility's policy of "Zero Tolerance for Violence." To not have any type of weapon in your possession while on the premises of the facility.
14. Cooperate with the staff member assigned to provide care to you. To understand that you cannot require that this facility assign specific staff members to your care. If for some reason you are uncomfortable with any staff member assigned to your care, make the charge nurse or nurse manager aware of your concerns.
15. Provide information about your insurance coverage and keep this information and your insurance coverage current and in effect.
16. Provide financial information as requested to determine your eligibility for or exemption from certain payment coverage or conditions.
17. Inform the facility about personal changes such as address, home number, and next of kin (for notification purposes).
18. Treat other patients and staff members with respect, consideration and dignity.
19. Respect the right of other residents to have a clean, safe, calm and adequate environment.
20. Assure that neither my activities nor my visitor's activities will interfere with the facility's operations.
21. Use the facility's complaint and/or grievance procedure to voice your concerns or complaints.
22. Refrain from any kind of illegal activity while on the facility's premises.
23. Refrain from any form of verbal abuse, physical abuse, or sexual harassment of other residents, staff members, or visitors.

My signature below indicates my agreement to comply with the terms of these Resident Rights and Responsibilities.

I have had an opportunity to read (or have read to me) these rights and responsibilities. I have had the opportunity to ask questions about these rights and responsibilities.

My signature below indicates my agreement to comply with the terms of this Rights and Responsibilities Agreement. I understand that my refusal to comply with certain policies and procedures of this facility may result in my involuntary discharge from this facility.

I have had an opportunity to read (or have read to me) this agreement. I have had the opportunity to ask any questions about this agreement.

Patient signature: _____

Date: _____

Witness signature: _____

Date: _____

Staff member signature/Title: _____

Date: _____

References:

- CANHR, Long Term Care Justice and Advocacy, 650 Harrison Street, 2nd Floor, San Francisco, CA 94107, (800-474-1116 (consumers only), (415) 974-5171, www.canhr.org, 5.11.2021.
- United States Code (USC)
- Code of Federal Regulations (CFR)
- California Health and Safety Code (H&S Code)
- California Welfare & Institutions Code (W&I Code)