

**SUPPLEMENT TO THE STATEMENT OF REASONS
Second 15-Day Public Availability**

The California Department of Public Health (Department) is proposing additional changes to the proposed regulations, which are discussed below. These changes are in response to public comments that were received during the 15-day public comment period that ended on April 18, 2011. Bracketed, bold text contains a description and/or explanation of revisions to the text following the 15-day comment period.

[The date of the form referenced in Sections 72516(a) and 73518(a) is being updated to reflect the latest amendment to Form CDPH 327 (Standard Admission Agreement).]

[A change is being made to Sections 72516(b)(2) and 73518(b)(2) of the regulations to add an “and/or” to clarify that a facility may request that language be appended without also asking that language be deleted. This change is based on a comment suggesting that, as written, the 15-day change could be read as only allowing a facility to ask to add language to the agreement if it had also proposed that some language be deleted.]

Two changes, discussed below, are proposed for the Standard Admission Agreement (SAA) and Attachment F that has been incorporated by reference into the regulations.

The first paragraph in Section VI, Transfers and Discharges, page 7, is amended to remove the first sentence so that the following statement remains:

We will help arrange for your voluntary discharge or transfer to another facility.

[The Department attempted to comply with the court order that said the language in the original SAA did not address exceptions for involuntarily committed and severely cognitively impaired individuals. The language added in the first 15-day changes was an attempt by the Department to address concerns expressed by the court in the Parkside case that the original opening sentence of the paragraph, “You may leave our facility at any time without prior notice to us,” did not address facility concerns about involuntarily committed patients and severely cognitively impaired patients. Several commenters suggested that the language the Department had added in the first 15-day notice would cause problems for facilities or patients. Of the three commenters who addressed this issue, one suggested that the language added by the Department was inoperable. A second commenter believed that the failure of the language to address facilities’

obligations vis-à-vis “wanderers” would result in a facility being in violation of the provision in its caring for wandering patients. The third commenter stated that the language would unreasonably restrict a resident’s right to choose where he or she wished to reside. Two of the commenters also noted that the court and the parties present at the Parkside hearing on March 11, 2008, believed that eliminating the language referring to a resident’s right to leave the facility would eliminate the problem caused by trying to address general residents as well as those who were either involuntarily committed or severely cognitively impaired. Therefore, the department has decided to adopt the suggestion of the participants at the March 11, 2008 hearing and delete the sentence completely. This would then allow facilities to treat involuntarily committed and severely cognitively impaired residents as they do at present.]

Sections 72528 and 73524 of title 22 of the California Code of Regulations are deleted from the Resident Bill of Rights, Attachment F, pages 6-12.

[The Department had added these provisions in the first 15-day notice because a commenter had requested their inclusion. Several commenters noted that these were actually requirements placed on the health care professional, and were not resident rights. The Department has reconsidered its original decision and agrees with these commenters. Additionally, the Department believes that including these as resident rights, which are actually facility obligations, could cause confusion among residents and lead them to believe that the facility, rather than their individual health care providers, was responsible for meeting this obligation.]