

**CALIFORNIA STANDARD ADMISSION AGREEMENT  
FOR SKILLED NURSING FACILITIES  
AND INTERMEDIATE CARE FACILITIES**

**State of California  
Health and Human Services Agency  
California Department of Public Health**



# **CALIFORNIA STANDARD ADMISSION AGREEMENT FOR SKILLED NURSING FACILITIES AND INTERMEDIATE CARE FACILITIES**

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# **CALIFORNIA STANDARD ADMISSION AGREEMENT FOR SKILLED NURSING FACILITIES AND INTERMEDIATE CARE FACILITIES**

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**Resident Name:** \_\_\_\_\_

**Admission Date:** \_\_\_\_\_ **Resident Number:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**CALIFORNIA STANDARD ADMISSION AGREEMENT  
FOR SKILLED NURSING FACILITIES AND INTERMEDIATE CARE FACILITIES**

**I. Preamble**

The California Standard Admission Agreement is an admission contract that this Facility is required by state law and regulation to use. It is a legally binding agreement that defines the rights and obligations of each person (or party) signing the contract. Please read this Agreement carefully before you sign it. If you have any questions, please discuss them with Facility staff before you sign the agreement. You are encouraged to have this contract reviewed by your legal representative, or by any other advisor of your choice, before you sign it.

You may also call the Office of the State Long Term Care Ombudsman at 1-800-231-4024, for more information about this Facility. The report of the most recent state licensing visit to our facility is posted \_\_\_\_\_, and a copy of it or of reports of prior inspections may be obtained from the local office of the California Department of Public Health (CDPH), Licensing and Certification Division

\_\_\_\_\_

*(Location of District Office)*

If our facility participates in the Medi-Cal or Medicare programs, we will keep survey, certification and complaint investigation reports for the past three years and will make these reports available for anyone to review upon request.

If you are able to do so, you are required to sign this Agreement in order to be admitted to this Facility. If you are not able to sign this Agreement, your representative may sign it for you. You shall not be required to sign any other document at the time of, or as a condition of, admission to this Facility.

**II. Identification of Parties to this Agreement**

**DEFINITIONS**

In order to make this Agreement more easily understood, references to “we,” “our,” “us,” “the Facility,” or “our Facility” are references to:

\_\_\_\_\_

*(Insert the Name of the Facility as it appears on its License)*

Attachment A provides you with the name of the owner and licensee of this facility, and the name and contact information of a single entity responsible for all aspects of patient care and operation at this facility.

References to “you,” “your,” “Patient,” or “Resident” are references to \_\_\_\_\_, the person who will be receiving care in this Facility. For purposes of this Agreement, “Resident” has the same meaning as “Patient.”

The parties to this agreement are the Resident, the Facility, and the Resident’s Representative. References to the “Resident’s Representative” are references to: \_\_\_\_\_, the person who will sign on your behalf to admit you to this Facility, and/or who is authorized to make decisions for you in the event that you are unable to. To the extent permitted by law, you may designate a person as your Representative at any time.

Note: the person indicated as your “Resident’s Representative” may be a family member, or by law, any of the following: a conservator, a person designated under the Resident’s Advance Health Care Directive or Power of Attorney for Health Care, the Resident’s next of kin, any other person designated by the Resident consistent with State law, a person authorized by a court, or, if the Resident is a minor, a person authorized by law to represent the minor.

Signing this Agreement as a Resident’s Representative does not, in and of itself, make the Resident’s Representative liable for the Resident’s debts. However, a Resident’s Representative acting as the Resident’s financial conservator or otherwise responsible for distribution of the Resident’s monies shall provide reimbursements from the Resident’s assets to the Facility in compliance with Section V. of the agreement.

**IF OUR FACILITY PARTICIPATES IN THE MEDI-CAL OR MEDICARE PROGRAM, OUR FACILITY DOES NOT REQUIRE THAT YOU HAVE ANYONE GUARANTEE PAYMENT FOR YOUR CARE BY SIGNING OR COSIGNING THIS ADMISSION AGREEMENT AS A CONDITION OF ADMISSION.**

The Parties to this Agreement are:

Resident: \_\_\_\_\_  
*(Type or Print Resident’s Name Here)*

Resident’s Representative: \_\_\_\_\_  
*(Type or Print Representative’s Name Here)*

Relationship: \_\_\_\_\_

Facility: \_\_\_\_\_  
*(Type or Print the Facility’s Name as it appears on the License)*

### **III. Consent to Treatment**

The Resident hereby consents to routine nursing care provided by this Facility, as well as emergency care that may be required.

However, you have the right, to the extent permitted by law, to refuse any treatment and the right to be informed of potential medical consequences should you refuse treatment. We will keep you informed about the routine nursing and emergency care we provide to you, and we will answer your questions about the care and services we provide you.

If you are, or become, incapable of making your own medical decisions, we will follow the direction of a person with legal authority to make medical treatment decisions on your behalf, such as a guardian, conservator, next of kin, or a person designated in an Advance Health Care Directive or Power of Attorney for Health Care.

Following admission, we encourage you to provide us with an Advance Health Care Directive specifying your wishes as to the care and services you want to receive in certain circumstances. However, you are not required to prepare one, or to provide us a copy of one, as a condition of admission to our Facility. If you already have an Advance Health Care Directive, it is important that you provide us with a copy so that we may inform our staff.

If you do not know how to prepare an Advance Health Care Directive and wish to prepare one, we will help you find someone to assist you in doing so.

### **IV. Your Rights as a Resident**

Residents of this Facility keep all their basic rights and liberties as a citizen or resident of the United States when, and after, they are admitted. Because these rights are so important, both federal and state laws and regulations describe them in detail, and state law requires that a comprehensive Resident Bill of Rights be attached to this Agreement.

Attachment F, entitled “Resident Bill of Rights,” lists your rights, as set forth in State and Federal law. For your information, the attachment also provides the location of your rights in statute.

Violations of state laws and regulations identified above may subject our Facility and our staff to civil or criminal proceedings. You have the right to voice grievances to us without fear of any reprisal, and you may submit complaints or any questions or concerns you may have about our services or your rights to the local office of the California Department of Public Health, Licensing and Certification District Office \_\_\_\_\_, or to the State Long-Term Care Ombudsman (see page 1 for contact information).

You should review the attached “Resident Bill of Rights” very carefully. To acknowledge that you have been informed of the “Resident Bill of Rights,” please sign here:

\_\_\_\_\_

**V. Financial Arrangements**

Beginning on \_\_\_\_\_ (date), we will provide routine nursing and emergency care and other services to you in exchange for payment.

Our Facility has been approved to receive payment from the following government insurance programs: \_\_\_\_\_ **Medi-Cal** \_\_\_\_\_ **Medicare**

At the time of admission, payment for the care we provide to you will be made by:

- \_\_\_\_\_ **Resident (Private Pay)**
- \_\_\_\_\_ **Medi-Cal**
- \_\_\_\_\_ **Medicare Part A**                      **Medicare Part B:** \_\_\_\_\_
- \_\_\_\_\_ **Private Insurance:** \_\_\_\_\_  
(Enter Insurance Company Name and Policy Number)
- \_\_\_\_\_ **Managed Care Organization:** \_\_\_\_\_
- \_\_\_\_\_ **Other:** \_\_\_\_\_

**Resident’s Share of Cost.** Medi-Cal, Medicare, or a private payor may require that the Resident pay a co-payment, co-insurance, or a deductible, all of which the Facility considers to be the Resident’s share of cost. Failure by the Resident to pay his or her share of cost is grounds for involuntary discharge of the Resident.

If you do not know whether your care in our Facility can be covered by Medi-Cal or Medicare, we will help you get the information you need. You should note that, if our Facility does not participate in Medi-Cal or Medicare and you later want these programs to cover the cost of your care, you may be required to leave our Facility.

**[APPLICABLE ONLY IF DATE IS ENTERED:]** On \_\_\_\_\_ (date) our Facility notified the California Department of Health Care Services of our intent to withdraw from the Medi-Cal Program. If you are admitted after that date, we cannot accept Medi-Cal reimbursement on your behalf, and we will not be required to retain you as a Resident if you convert to Medi-Cal reimbursement during your stay here. If, on the other hand, you were a Resident here on that date, we are required to accept Medi-Cal reimbursement on your behalf, even if you become eligible for Medi-Cal reimbursement after that date.

**YOU SHOULD BE AWARE THAT NO FACILITY THAT PARTICIPATES IN THE MEDI-CAL PROGRAM MAY REQUIRE ANY RESIDENT TO REMAIN IN PRIVATE PAY STATUS FOR ANY PERIOD OF TIME BEFORE CONVERTING TO MEDI-CAL COVERAGE. NOR, AS A CONDITION OF ADMISSION OR CONTINUED STAY IN SUCH A FACILITY, MAY THE FACILITY REQUIRE ORAL OR WRITTEN ASSURANCE FROM A RESIDENT THAT HE OR SHE IS NOT ELIGIBLE FOR, OR WILL NOT APPLY FOR, MEDICARE OR MEDI-CAL BENEFITS.**

**A. Charges for Private Pay Residents**

Our Facility charges the following basic daily rates:

\$ \_\_\_\_\_ for a private, single bed room

\$ \_\_\_\_\_ for a room with two beds

\$ \_\_\_\_\_ for a room with three beds

\$ \_\_\_\_\_ for \_\_\_\_\_  
*(Specify any other accommodation here)*

The basic daily rate for private pay and privately insured Residents includes payment for the services and supplies described in **Attachment B-1**.

The basic daily rate will be charged for the day of admission, but not for any day beyond the day of discharge or death. However, if you are voluntarily discharged from the Facility less than 3 days after the date of admission, we may charge you for a maximum of 3 days at the basic daily rate.

We will provide you with a 30-day written notice before increasing the basic daily rate, unless the increase is required because the State increases the Medi-Cal rate to a level higher than our regular rate. In this case, state law waives the 30-day notification.

**Attachment B-2** lists for private pay and privately insured Residents optional supplies and services not included in our basic daily rate, and our charges for those supplies and services. We will only charge you for optional supplies and services that you specifically request, unless the supply or service was required in an emergency. We will provide you a 30-day written notice before any increase in charges for optional supplies and services.

If you become eligible for Medi-Cal at any time after your admission, the services and supplies included in the daily rate may change, and also the list of optional supplies and services. At the time Medi-Cal confirms it will pay for your stay in this Facility, we will review and explain any changes in coverage.



**B. Security Deposits**

If you are a private pay or privately insured Resident, we require a security deposit of \$\_\_\_\_\_.

We will return the security deposit to you, with no deduction for administration or handling charges, within 14 days after you close your private account or we receive payment from Medi-Cal, whichever is later.

If your care in our Facility is covered by Medi-Cal or Medicare, no security deposit is required.

**C. Charges for Medi-Cal, Medicare, or Insured Residents**

**IF YOU ARE APPROVED FOR MEDI-CAL COVERAGE AFTER YOU ARE ADMITTED TO OUR FACILITY, YOU MAY BE ENTITLED TO A REFUND. WE WILL REFUND TO YOU ANY PAYMENTS YOU MADE FOR SERVICES AND SUPPLIES THAT ARE LATER PAID FOR BY MEDI-CAL, LESS ANY DEDUCTIBLE OR SHARE OF COST. WHEN OUR FACILITY RECEIVES PAYMENT FROM THE MEDI-CAL PROGRAM, WE WILL ISSUE A REFUND TO YOU.**

If you are entitled to benefits under Medi-Cal, Medicare, or private insurance, and if we are a participating Provider, we agree to accept payment from them for our basic daily rate. **NEITHER YOU NOR YOUR REPRESENTATIVE SHALL BE REQUIRED TO PAY PRIVATELY FOR ANY MEDI-CAL COVERED SERVICES PROVIDED TO YOU DURING THE TIME YOUR STAY HAS BEEN APPROVED FOR PAYMENT BY MEDI-CAL. UPON PRESENTATION OF THE MEDI-CAL CARD OR OTHER PROOF OF ELIGIBILITY, THE FACILITY SHALL SUBMIT A MEDI-CAL CLAIM FOR REIMBURSEMENT.** However, you are still responsible for paying all deductibles, copayments, coinsurance, and charges for services and supplies that are not covered by Medi-Cal, Medicare, or your insurance. Please note that our Facility does not determine the amount of any deductible, copayment, or coinsurance you may be required to pay: rather, Medi-Cal, Medicare, or your insurance carrier determines these amounts.

**Attachments C-1, C-2, and C-3** describe the services covered by the Medi-Cal daily rate, services that are covered by Medi-Cal but are not included in the daily rate, and services that are not covered by Medi-Cal but are available if you wish to pay for them.

**Attachments D-1 and D-2** describe the services covered by Medicare, and services that are not covered by Medicare but are available if you wish to pay for them.

You should note that Medi-Cal will only pay for covered supplies and services if they are medically necessary. If Medi-Cal determines that a supply or service is not medically necessary, we will ask whether you still want that supply or service and if you are willing to pay for it yourself.

We will only charge you for optional supplies and services that you specifically request, unless the supply or service was required in an emergency. We will provide you a 30-day written notice before any increase in charges for optional supplies and services.

**D. Billing and Payment**

We will provide to you an itemized statement of charges that you must pay every month. You agree to pay the account monthly on \_\_\_\_\_ (enter day of month).

Payment is overdue \_\_\_\_\_ days after the due date. A late charge at an interest rate of \_\_\_\_\_% is charged on past due accounts and is calculated as follows:

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**E. Payment of Other Refunds Due To You**

As indicated in **Section C.** above, refunds may be due to you as a result of Medi-Cal paying for services and supplies you had purchased before your eligibility for Medi-Cal was approved or for any security deposit you may have made. At the time of your discharge, you may also be due other refunds, such as unused advance payments you may have made for optional services not covered by the daily rate. We will refund any money due to you within 14 days of your leaving our Facility. We will not deduct any administration or handling charges from any refund due to you.

**VI. Transfers and Discharges**

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

Except in an emergency, we will not transfer you to another room within our Facility against your wishes, unless we give prior reasonable written notice to you, determined on a case by case basis, in accord with applicable state and federal requirements. For example, you have a right to refuse the transfer if the purpose of the transfer is to move you to or from a Medicare-certified bed.

Our written notice of transfer to another facility or discharge against your wishes will be provided 30 days in advance. However, we may provide less than 30 days notice if the reason for the transfer or discharge is to protect your health and safety or the health and safety of other individuals, if your improved health allows for a shorter notice, or if you have been in our Facility for less than 30 days. Our written notice will include the effective date, the location to which you will be transferred or discharged, and the reason the action is necessary.

The only reasons that we can transfer you to another facility or discharge you against your wishes are:

- 1) It is required to protect your well-being, because your needs cannot be met in our Facility;
- 2) It is appropriate because your health has improved enough that you no longer need the services of our Facility;
- 3) Your presence in our Facility endangers the health and safety of other individuals;
- 4) You have not paid for your stay in our Facility or have not arranged to have payment made under Medicare, Medi-Cal, or private insurance;
- 5) Our Facility ceases to operate.
- 6) Material or fraudulent misrepresentation of your finances to us.

If we participate in Medi-Cal or Medicare, we will not transfer you from the Facility or discharge you solely because you change from private pay or Medicare to Medi-Cal payment.

In our written notice, we will advise you that you have the right to appeal the transfer or discharge to the California Department of Health Care Services and we will also provide the name, address, and telephone number of the State Long-Term Care Ombudsman.

If you are transferred or discharged against your wishes, we will provide transfer and discharge planning as required by law.

## **VII. Bed Holds and Readmission**

If you must be transferred to an acute hospital for seven days or less, we will notify you or your representative that we are willing to hold your bed. You or your representative have 24 hours after receiving this notice to let us know whether you want us to hold your bed for you.

If Medi-Cal is paying for your care, then Medi-Cal will pay for up to seven days for us to hold the bed for you. If you are not eligible for Medi-Cal and the daily rate is not covered by your insurance, then you are responsible for paying \$\_\_\_\_\_ for each day we hold the bed for you. You should be aware that Medicare does not cover costs related to holding a bed for you in these situations.

If we do not follow the notification procedure described above, we are required by law (Title 22 California Code of Regulations Sections 72520(c) and 73504(c)) to offer you the next available appropriate bed in our Facility.

You should also note that, if our Facility participates in Medi-Cal and you are eligible for Medi-Cal, if you are away from our Facility for more than seven days due to hospitalization or other medical treatment, we will readmit you to the first available bed in a semi-private room if you need the care provided by our Facility and wish to be readmitted.

### **VIII. Personal Property and Funds**

Our Facility has a theft and loss prevention program as required by state law. At the time you are admitted, we will give you a copy of our policies and procedures regarding protection of your personal property, as well as copies of the state laws that require us to have these policies and procedures.

If our Facility participates in Medi-Cal or Medicare and you give us your written authorization, we will agree to hold personal funds for you in a manner consistent with all federal and state laws and regulations. If we are not certified for Medi-Cal or Medicare, we may offer these services but are not required to. You are not required to allow us to hold your personal funds for you as a condition of admission to our Facility. At your request, we will provide you with our policies, procedures, and authorization forms related to our holding your personal funds for you.

### **IX. Photographs**

You agree that we may take photographs of you for identification and health care purposes. We will not take a photograph of you for any other purpose, unless you give us your prior written permission to do so.

### **X. Confidentiality of Your Medical Information**

You have a right to confidential treatment of your medical information. You may authorize us to disclose medical information about you to a family member or other person by completing the “Authorization for Disclosure of Medical Information” form in **Attachment E**.

### **XI. Facility Rules and Grievance Procedure**

You agree to comply with reasonable rules, policies and procedures that we establish. When you are admitted, we will give you a copy of those rules, policies, and procedures, including a procedure for you to suggest changes to them.

A copy of the Facility grievance procedure, for resolution of resident complaints about Facility practices, is available; we will also give you a copy of our grievance procedure for resolution of any complaints you may have about our Facility. You may also contact the following agencies about any grievance or complaint you may have:

**California Department of Public Health**  
\_\_\_\_\_ **Licensing and Certification District Office**

**Phone number:** \_\_\_\_\_

**(OR)**

**State Long-Term Care Ombudsman Program**

**Phone number:** \_\_\_\_\_

**XII. Entire Agreement**

This Agreement and the Attachments to it constitute the entire Agreement between you and us for the purposes of your admission to our Facility. There are no other agreements, understandings, restrictions, warranties, or representations between you and us as a condition of your admission to our Facility. This Agreement supersedes any prior agreements or understandings regarding your admission to our Facility.

All captions and headings are for convenience purposes only, and have no independent meaning.

If any provision of this Agreement becomes invalid, the remaining provisions shall remain in full force and effect.

The Facility's acceptance of a partial payment on any occasion does not constitute a continuing waiver of the payment requirements of the Agreement, or otherwise limit the Facility's rights under the Agreement.

This Agreement shall be construed according to the laws of the State of California.

Other than as noted for a duly authorized Resident's Representative, the Resident may not assign or otherwise transfer his or her interests in this Agreement.

Upon your request, we shall provide you or your legal representative with a copy of the signed agreement, all attachments and any other documents you sign at admission and shall provide you with a receipt for any payments you make at admission.

**By signing below, the Resident and the Facility agree to the terms of this Admission Agreement:**

\_\_\_\_\_  
Representative of the Facility

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Representative – if applicable

\_\_\_\_\_  
Date

**Attachment A**  
**Facility Owner and Licensee Identification**

The owner and licensee of \_\_\_\_\_ is:  
(Name of Facility)

\_\_\_\_\_  
(Name of Owner/Licensee)

If you have any questions concerning any aspect of patient care in this facility, or about the operation of this facility, you may contact:

\_\_\_\_\_  
(Name of Individual/Entity Responsible for Patient Care and Facility Operation)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_







**ATTACHMENT C-1****Supplies and Services Included in the Basic Daily Rate for  
Medi-Cal Residents**

Room and board
Nursing services
Respiratory therapy
Emergency oxygen and other equipment
<p>Personal hygiene items and services, such as:</p> <ul style="list-style-type: none"> <li>• Denture cleaners</li> <li>• Denture adhesives</li> <li>• Dental floss</li> <li>• Oral cleansing swabs</li> <li>• Hair combs and brushes</li> <li>• Lotions</li> <li>• Shaving soaps/creams</li> <li>• Toothbrushes and toothpaste</li> <li>• Laundry</li> <li>• Tissue wipes</li> <li>• Shaves</li> <li>• Shampoos</li> <li>• Periodic hair trim</li> <li>• Periodic nail trim</li> </ul>
<p>Commonly used items of equipment, supplies and services used for medical and nursing care, such as:</p> <ul style="list-style-type: none"> <li>• Standard wheelchair (not exclusively for individual patient use)</li> <li>• Incontinence supplies</li> </ul>
<p>Maintenance therapies</p> <ul style="list-style-type: none"> <li>• Range of motion</li> <li>• Getting patients out of bed</li> <li>• Providing activities</li> <li>• Changing position in bed</li> <li>• Assisting with self-care and activities of daily living</li> <li>• Maintenance of proper body alignment and joint movement</li> </ul>
<p>Non-legend drugs, such as:</p> <ul style="list-style-type: none"> <li>• Aspirin</li> <li>• Acetaminophen</li> <li>• Cough Syrup</li> </ul>

**ATTACHMENT C-2**

**Supplies and Services NOT Included in the Medi-Cal Basic Daily Rate  
That Medi-Cal Will Pay the Dispensing Provider For Separately**

Physician services
Optometry services
Dental services
Audiology services
Durable medical equipment, other than as listed in Attachment C-1 <ul style="list-style-type: none"> <li>• Specialty anti-decubitus beds</li> <li>• Oxygen concentrators and accessories</li> <li>• Intermittent Positive Pressure Breathing (IPPB) equipment</li> <li>• Oxygen, except emergency, including administration sets and tanks</li> <li>• Custom equipment for individual patient use (cane, crutches, wheelchair), including parts and repairs</li> <li>• MacLaren or Pogon Buggy</li> <li>• Osteogenesis stimulator device</li> <li>• Precontoured structures (VASCO-PASS, cut out foam)</li> <li>• Variable height beds</li> </ul>
Therapy services provided by a licensed therapist, identified in the Minimum Data Set (MDS) and included in the patient’s plan of care <ul style="list-style-type: none"> <li>• Physical therapy</li> <li>• Occupational therapy</li> <li>• Speech therapy</li> </ul>
Chiropractic services
Laboratory services
Outpatient heroin detoxification services
Organized outpatient clinic services
Home health agency services
Radioisotope services
Prayer or spiritual healing
Rehabilitation center outpatient services
Prosthetic and orthotic appliances

(continued on next page)

**ATTACHMENT C-2  
(continued)**

**Supplies and Services NOT Included in the Medi-Cal Basic Daily Rate  
That Medi-Cal Will Pay the Dispensing Provider For Separately**

Hospital outpatient department services
Chronic hemodialysis
Podiatry services
Psychology
Radiology (x-rays)
Early and periodic screening services
Hearing aids
Blood and blood derivatives
Nurse anesthetist services
Inpatient hospital services
Eyeglasses, prosthetic eyes, and other eye appliances
Pharmaceutical services and prescribed drugs <ul style="list-style-type: none"> <li>• Insulin</li> <li>• Legend drugs</li> </ul>
Medical supplies, other than those listed in Attachment C-1 <ul style="list-style-type: none"> <li>• IV trays</li> <li>• IV tubing</li> <li>• Blood infusion sets</li> <li>• Nasal cannula</li> <li>• Reagent testing sets (urine testing)</li> </ul>
Other equipment and supplies for which prior authorization has been granted to another provider
Short-Doyle Medi-Cal provider services (mental health)
Traction equipment and accessories
Transportation



## ATTACHMENT D-1

### Supplies and Services Covered By the Medicare Program For Medicare Residents

The Medicare Program is administered by the federal government, and the federal government defines what supplies and services are covered under the basic daily rate and what additional supplies and services may be available to the Resident that Medicare will pay the dispensing provider for.

The following two pages were excerpted from the brochure entitled “**Your Medicare Benefits**”, which is published by the federal Centers for Medicare and Medicaid Services and describe Medicare Skilled Nursing Facility coverage. You can call toll free 1-800-MEDICARE to order a copy of this publication or to get additional information. You can also find this publication and other useful information at the Medicare Internet site at [www.medicare.gov](http://www.medicare.gov)

Medicare covers skilled care in a skilled nursing facility (SNF) under certain conditions for a limited time. Skilled care is health care given when you need skilled nursing or rehabilitation staff to manage, observe, and evaluate your care. Examples of skilled care include changing sterile dressings and physical therapy. It is given in a Medicare-certified SNF. Care that can be given by non-professional staff is not considered skilled care. Medicare covers certain skilled care services that are needed daily on a short-term basis (up to 100 days).

Medicare will cover skilled care only if **all** these conditions are met:

1. You have Medicare **Part A** (Hospital Insurance) and have days left in your benefit period to use.
2. You have a qualifying hospital stay. This means an inpatient hospital stay of three consecutive days or more, not including the day you leave the hospital. You must enter the SNF within a short time (generally 30 days) of leaving the hospital. After you leave the SNF, if you re-enter the same or another SNF within 30 days, you don't need another 3-day qualifying hospital stay to get additional SNF benefits. This is also true if you stop getting skilled care while in the SNF and then start getting skilled care again within 30 days.
3. Your doctor has decided that you need daily skilled care. It must be given by, or under the direct supervision of, skilled nursing or rehabilitation staff. If you are in the SNF for skilled rehabilitation services only, your care is considered daily care even if these therapy services are offered just 5 or 6 days a week.
4. You get these skilled services in a SNF that has been certified by Medicare.

(continued on next page)

**ATTACHMENT D-1  
(continued)**

**Supplies and Services Covered By the Medicare Program  
For Medicare Residents**

5. You need these skilled services for a medical condition that: a) was treated during a qualifying 3-day hospital stay, or b) started while you were getting Medicare-covered SNF care. (For example, if you are in the SNF because you had a stroke and you fall and sprain your wrist.)

Medicare **Part A** covered services include a semiprivate room, meals, skilled nursing and rehabilitative services, and other hospital services and supplies, such as anesthesia, limited ambulance service, blood, chemotherapy, clinical trials, kidney dialysis, durable medical equipment, mental health care, hospice care, some types of transplants, and physician-prescribed pharmaceutical and medical equipment. Physical therapy, occupational therapy, speech therapy, and other allied health services as physician-prescribed may be included.

This does not include private duty nursing or a television or telephone in your room. It also does not include a private room, unless medically necessary.

In addition, you may be eligible for Medicare **Part B** program. **Contact the Business Office in your facility for further information.**





### ATTACHMENT E

## AUTHORIZATION FOR DISCLOSURE OF MEDICAL INFORMATION

I, \_\_\_\_\_, hereby  
(Resident's Name)

authorize the Facility, \_\_\_\_\_,  
(Name of Facility)

to provide information regarding my medical history, mental or physical condition, care, or treatment as specified below:

This authorization is limited to disclosure to the following persons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This authorization is limited to the following types of medical information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The persons to whom records and information are disclosed pursuant to this authorization may use those records and information only for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_.

(Date)

I understand that a person to whom records and information are disclosed pursuant to this authorization may not further use or disclose the medical information unless another authorization is obtained from me or unless such disclosure is specifically required or permitted by law. However, if I authorize the disclosure of my medical information to person(s) and/or organization(s) who are not health care providers or other people who not are subject to laws governing the disclosure of medical information, they may be permitted to re-disclose the information without my prior permission. Re-disclosure in such cases may not be limited by state or federal law.

I further understand that the Facility will give me a copy of this signed authorization.

I understand that I have the right to revoke this authorization, in writing, at any time before it ends. I also understand that my written revocation will not affect any disclosures of my information that the person(s) and/or organization(s) listed on the first page of this authorization have already made, in reliance on this authorization, before the time I revoke it.

I further understand that I am under no obligation to sign this authorization, and may refuse to do so. Except as permitted under applicable law, the Facility may not refuse to provide treatment or other health care services because of my refusal to sign.

Resident Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Resident’s Representative\*  
Signature:\_\_\_\_\_ Date:\_\_\_\_\_

\* The Resident’s Representative is authorized to sign for the resident because \_\_\_\_\_  
\_\_\_\_\_.

**ATTACHMENT F**  
**RESIDENT BILL OF RIGHTS**

**The State of California Department of Public Health (CDPH) has prepared this comprehensive Resident Bill of Rights for people who are receiving care in skilled nursing or intermediate care facilities.**

**If you have any questions about what the statements in this Resident Bill of Rights mean, you may look them up in the laws or regulations. The rights are found in state laws and regulations under California Health and Safety Code Section 1599; Title 22 of the California Code of Regulations, Section 72527 for Skilled Nursing Facilities, and Section 73523 for Intermediate Care Facilities; and Chapter 42 of the Code of Federal Regulations, Chapter IV, Part 483.10 et seq. The California Health and Safety Code is abbreviated as “HSC,” Title 22 of the California Code of Regulations is abbreviated as “22CCR,” and Title 42 of the Code of Federal Regulations is abbreviated as “42CFR.”**

**You may also contact the Office of the State Long-Term Care Ombudsman at 1-800-231- 4024, or the local District Office of the CDPH Licensing and Certification Division \_\_\_\_\_ if you have any questions about the meaning of these rights.**

## RESIDENT BILL OF RIGHTS

### California Code of Regulations Title 22

#### Section 72527. Skilled Nursing Facilities

(a) Patients have the rights enumerated in this section and the facility shall ensure that these rights are not violated. The facility shall establish and implement written policies and procedures which include these rights and shall make a copy of these policies available to the patient and to any representative of the patient. The policies shall be accessible to the public upon request. Patients shall have the right:

- (1) To be fully informed, as evidenced by the patient's written acknowledgement prior to or at the time of admission and during stay, of these rights and of all rules and regulations governing patient conduct.
- (2) To be fully informed, prior to or at the time of admission and during 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.
- (3) To be fully informed by a physician of his or her total health status and to be afforded the opportunity to participate on an immediate and ongoing basis in the total plan of care including the identification of medical, nursing and psychosocial needs and the planning of related services.
- (4) To consent to or to refuse any treatment or procedure or participation in experimental research.
- (5) To receive all information that is material to an individual patient's decision concerning whether to accept or refuse any proposed treatment or procedure. The disclosure of material information for administration of psychotherapeutic drugs or physical restraints or the prolonged use of a device that may lead to the inability to regain use of a normal bodily function shall include the disclosure of information listed in Section 72528(b) .
- (6) To be transferred or discharged only for medical reasons, or the patient's welfare or that of other patients or for nonpayment for his or her stay and to be given reasonable advance notice to ensure orderly transfer or discharge. Such actions shall be documented in the patient's health record.
- (7) To be encouraged and assisted throughout the period of stay to exercise rights as a patient and as a citizen, and to this end to voice grievances and

- recommend changes in policies and services to facility staff and/or outside representatives of the patient's choice, free from restraint, interference, coercion, discrimination or reprisal.
- (8) 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.
  - (9) To manage personal financial affairs, or to be given at least a quarterly accounting of financial transactions made on the patient's behalf should the facility accept written delegation of this responsibility subject to the provisions of Section 72529.
  - (10) To be free from mental and physical abuse.
  - (11) To be assured confidential treatment of financial and health records and to approve or refuse their release, except as authorized by law.
  - (12) To be treated with consideration, respect and full recognition of dignity and individuality, including privacy in treatment and in care of personal needs.
  - (13) Not to be required to perform services for the facility that are not included for therapeutic purposes in the patient's plan of care.
  - (14) To associate and communicate privately with persons of the patient's choice, and to send and receive personal mail unopened.
  - (15) To meet with others and participate in activities of social, religious and community groups.
  - (16) To retain and use personal clothing and possessions as space permits, unless to do so would infringe upon the health, safety or rights of the patient or other patients.
  - (17) If married or registered as a domestic partner, to be assured privacy for visits by the patient's spouse or registered domestic partner and if both are patients in the facility, to be permitted to share a room.
  - (18) To have daily visiting hours established.
  - (19) To have visits from members of the clergy at any time at the request of the patient or the patient's representative.
  - (20) To have visits from persons of the patient's choosing at any time if the patient is critically ill, unless medically contraindicated.

- (21) To be allowed privacy for visits with family, friends, clergy, social workers or for professional or business purposes.
  - (22) To have reasonable access to telephones and to make and receive confidential calls.
  - (23) To be free from any requirement to purchase drugs or rent or purchase medical supplies or equipment from any particular source in accordance with the provisions of Section 1320 of the Health and Safety Code.
  - (24) To be free from psychotherapeutic drugs and physical restraints used for the purpose of patient discipline or staff convenience and to be free from psychotherapeutic drugs used as a chemical restraint as defined in Section 72018, except in an emergency which threatens to bring immediate injury to the patient or others. If a chemical restraint is administered during an emergency, such medication shall be only that which is required to treat the emergency condition and shall be provided in ways that are least restrictive of the personal liberty of the patient and used only for a specified and limited period of time.
  - (25) Other rights as specified in Health and Safety Code, Section 1599.1.
  - (26) Other rights as specified in Welfare and Institutions Code, Sections 5325 and 5325.1, for persons admitted for psychiatric evaluations or treatment.
  - (27) Other rights as specified in Welfare and Institutions Code Sections 4502, 4503 and 4505 for patients who are developmentally disabled as defined in Section 4512 of the Welfare and Institutions Code.
- (b) A patient's rights, as set forth above, may only be denied or limited if such denial or limitation is otherwise authorized by law. Reasons for denial or limitation of such rights shall be documented in the patient's health record.
- (c) If a patient lacks the ability to understand these rights and the nature and consequences of proposed treatment, the patient's representative shall have the rights specified in this section to the extent the right may devolve to another, unless the representative's authority is otherwise limited. The patient's incapacity shall be determined by a court in accordance with state law or by the patient's physician unless the physician's determination is disputed by the patient or patient's representative.
- (d) Persons who may act as the patient's representative include a conservator, as authorized by Parts 3 and 4 of Division 4 of the Probate Code (commencing with Section 1800), a person designated as attorney in fact in the patient's valid Durable Power of Attorney for Health Care, patient's next of kin, other appropriate surrogate decisionmaker designated consistent with statutory and case law, a person appointed by a court authorizing treatment pursuant to Part 7 (commencing with Section 3200) of

Division 4 of the Probate Code, or, if the patient is a minor, a person lawfully authorized to represent the minor.

(e) Patients' rights policies and procedures established under this section concerning consent, informed consent and refusal of treatments or procedures shall include, but not be limited to the following:

- (1) How the facility will verify that informed consent was obtained or a treatment or procedure was refused pertaining to the administration of psychotherapeutic drugs or physical restraints or the prolonged use of a device that may lead to the inability of the patient to regain the use of a normal bodily function.
- (2) How the facility, in consultation with the patient's physician, will identify consistent with current statutory case law, who may serve as a patient's representative when an incapacitated patient has no conservator or attorney in fact under a valid Durable Power of Attorney for Health Care.

### **Section 73523. Intermediate Care Facilities**

(a) Patients have the rights enumerated in this section and the facility shall ensure that these rights are not violated. The facility shall establish and implement written policies and procedures which include these rights and shall make a copy of these policies available to the patient and to any representative of the patient. The policies shall be accessible to the public upon request. Patients shall have the right:

- (1) To be fully informed, as evidenced by the patient's written acknowledgment prior to or at the time of admission and during stay, of these rights and of all rules and regulations governing patient conduct.
- (2) To be fully informed, prior to or at the time of admission and during stay, of services available in the facility and of related charges, including any charges for services not covered by the facilities' basic per diem rate or not covered under Title XVIII or XIX of the Social Security Act.
- (3) To be fully informed by a physician of his or her total health status and to be afforded the opportunity to participate on an immediate and ongoing basis in the total plan of care including the identification of medical, nursing, and psychosocial needs and the planning of related services.
- (4) To consent to or to refuse any treatment or procedure or participation in experimental research.
- (5) To receive all information that is material to an individual patient's decision concerning whether to accept or refuse any proposed treatment or procedure. The disclosure of material information for administration of psychotherapeutic

drugs or physical restraints, or the prolonged use of a device that may lead to the inability to regain use of a normal bodily function shall include the disclosure of information listed in Section 73524(c).

- (6) To be transferred or discharged only for medical reasons, or the patient's welfare or that of other patients or for nonpayment for his or her stay and to be given reasonable advance notice to ensure orderly transfer or discharge. Such actions shall be documented in the patient's health record.
- (7) To be encouraged and assisted throughout the period of stay to exercise rights as a patient and as a citizen, and to this end to voice grievances and recommend changes in policies and services to facility staff and/or outside representatives of the patient's choice, free from restraint, interference, coercion, discrimination or reprisal.
- (8) To manage personal financial affairs, or to be given at least a quarterly accounting of financial transactions made on the patient's behalf should the facility accept his or her written delegation of this responsibility subject to the provisions of Section 73557.
- (9) To be free from mental and physical abuse.
- (10) To be assured confidential treatment of financial and health records and to approve or refuse their release, except as authorized by law.
- (11) To be treated with consideration, respect and full recognition of dignity and individuality, including privacy in treatment and in care for personal needs.
- (12) 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.
- (13) Not to be required to perform services for the facility that are not included for therapeutic purposes in the patient's plan of care.
- (14) To associate and communicate privately with persons of the patient's choice, and to send and receive his or her personal mail unopened.
- (15) To meet with and participate in activities of social, religious and community groups at the patient's discretion.
- (16) To retain and use his or her personal clothing and possessions as space permits, unless to do so would infringe upon the health, safety or rights of the patient or other patients.



- (17) If married or registered as a domestic partner, to be assured privacy for visits by the patient's spouse or registered domestic partner and if both are patients in the facility, to be permitted to share a room.
  - (18) To have daily visiting hours established.
  - (19) To have visits from members of the clergy at the request of the patient or the patient's representative.
  - (20) To have visits from persons of the patient's choosing at any time if the patient is critically ill, unless medically contraindicated.
  - (21) To be allowed privacy for visits with family, friends, clergy, social workers or for professional or business purposes.
  - (22) To have reasonable access to telephones both to make and receive confidential calls.
  - (23) To be free from any requirement to purchase drugs or rent or purchase medical supplies or equipment from any particular source in accordance with the provisions of Section 1320 of the Health and Safety Code.
  - (24) To be free from psychotherapeutic and/or physical restraints used for the purpose of patient discipline or staff convenience and to be free from psychotherapeutic drugs used as a chemical restraint as defined in Section 73012, except in an emergency which threatens to bring immediate injury to the patient or others. If a chemical restraint is administered during an emergency, such medication shall be only that which is required to treat the emergency condition and shall be provided in ways that are least restrictive of the personal liberty of the patient and used only for a specified and limited period of time.
  - (25) Other rights as specified in Health and Safety Code Section 1599.1.
  - (26) Other rights as specified in Welfare and Institutions Code Sections 5325 and 5325.1 for persons admitted for psychiatric evaluations or treatment.
  - (27) Other rights as specified in Welfare and Institutions Code, Sections 4502, 4503 and 4505 for patients who are developmentally disabled as defined in Section 4512 of the Welfare and Institutions Code.
- (b) A patient's rights as set forth above may only be denied or limited if such denial or limitation is otherwise authorized by law. Reasons for denial or limitation of such rights shall be documented in the patient's health record.
- (c) If a patient lacks the ability to understand these rights and the nature and consequences of proposed treatment, the patient's representative shall have the rights

specified in this section to the extent the right may devolve to another, unless the representative's authority is otherwise limited. The patient's incapacity shall be determined by a court in accordance with state law or by the patient's licensed healthcare practitioner acting within the scope of his or her professional licensure unless the determination of the licensed healthcare practitioner acting within the scope of his or her professional licensure is disputed by the patient or patient's representative.

(d) Persons who may act as the patient's representative include a conservator, as authorized by Parts 3 and 4 of Division 4 of the Probate Code (commencing with Section 1800), a person designated as attorney in fact in the patient's valid Durable Power of Attorney for Health Care, patient's next of kin, other appropriate surrogate decisionmaker, designated consistent with statutory and case law, a person appointed by a court authorizing treatment pursuant to Part 7 (commencing with Section 3200) of Division 4 of the Probate Code, or, if the patient is a minor, informed consent must be obtained from a person lawfully authorized to represent the minor.

(e) Patients' rights policies and procedures established under this section concerning consent, informed consent and refusal of treatments or procedures shall include, but not be limited to the following:

- (1) How the facility will verify that informed consent was obtained pertaining to the administration of psychotherapeutic drugs or physical restraints or the prolonged use of a device that may lead to the inability of the patient to regain the use of a normal bodily function.
- (2) How the facility, in consultation with the patient's licensed healthcare practitioner acting within the scope of his or her professional licensure, will identify, consistent with current statutory and case law, who may serve as a patient's representative when an incapacitated patient has no conservator or attorney in fact under a valid Durable Power of Attorney for Health Care.

## **California Health & Safety Code Section 1599**

### **1599.1. Written policies; rights of patients and facility obligations**

Written policies regarding the rights of patients shall be established and shall be made available to the patient, to any guardian, next of kin, sponsoring agency or representative payee, and to the public. Those policies and procedures shall ensure that each patient admitted to the facility has the following rights and is notified of the following facility obligations, in addition to those specified by regulation:

(a) The facility shall employ an adequate number of qualified personnel to carry out all of the functions of the facility.

- (b) Each patient shall show evidence of good personal hygiene, be given care to prevent bedsores, and measures shall be used to prevent and reduce incontinence for each patient.
- (c) The facility shall provide food of the quality and quantity to meet the patients' needs in accordance with physicians' orders.
- (d) The facility shall provide an activity program staffed and equipped to meet the needs and interests of each patient and to encourage self-care and resumption of normal activities. Patients shall be encouraged to participate in activities suited to their individual needs.
- (e) The facility shall be clean, sanitary, and in good repair at all times.
- (f) A nurses' call system shall be maintained in operating order in all nursing units and provide visible and audible signal communication between nursing personnel and patients. Extension cords to each patient's bed shall be readily accessible to patients at all times.
- (g)(1) If a facility has a significant beneficial interest in an ancillary health service provider or if a facility knows that an ancillary health service provider has a significant beneficial interest in the facility, as provided by subdivision (a) of Section 1323 (see below), or if the facility has a significant beneficial interest in another facility, as provided by subdivision (c) of Section 1323 (see below), the facility shall disclose that interest in writing to the patient, or his or her representative, and advise the patient, or his or her representative, that the patient may choose to have another ancillary health service provider, or facility, as the case may be, provide any supplies or services ordered by a member of the medical staff of the facility.
- (2) A facility is not required to make any disclosures required by this subdivision to any patient, or his or her representative, if the patient is enrolled in an organization or entity which provides or arranges for the provision of health care services in exchange for a prepaid capitation payment or premium.
- (h)(1) If a resident of a long-term health care facility has been hospitalized in an acute care hospital and asserts his or her rights to readmission pursuant to bed hold provisions or readmission rights of either state or federal law and the facility refuses to readmit him or her, the resident may appeal the facility's refusal.
- (2) The refusal of the facility as described in this subdivision shall be treated as if it were an involuntary transfer under federal law and the rights and procedures that apply to appeals of transfers and discharges of nursing facility residents shall apply to the resident's appeal under this subdivision.

(3) If the resident appeals pursuant to this subdivision, and the resident is eligible under the Medi-Cal program, the resident shall remain in the hospital and the hospital may be reimbursed at the administrative day rate, pending the final determination of the hearing officer, unless the resident agrees to placement in another facility.

(4) If the resident appeals pursuant to this subdivision, and the resident is not eligible under the Medi-Cal program, the resident shall remain in the hospital if other payment is available, pending the final determination of the hearing officer, unless the resident agrees to placement in another facility.

(5) If the resident is not eligible for participation in the Medi-Cal program and has no other source of payment, the hearing and final determination shall be made within 48 hours.

(i) Effective July 1, 2007, Sections 483.10, 483.12, 483.13, and 483.15 of Title 42 of the Code of Federal Regulations in effect on July 1, 2006, shall apply to each skilled nursing facility and intermediate care facility, regardless of a resident's payment source or the Medi-Cal or Medicare certification status of the skilled nursing facility or intermediate care facility in which the resident resides, except that a noncertified facility is not obligated to provide notice of Medicaid or Medicare benefits, covered services, or eligibility procedures.

### **1599.2. Preamble or preliminary statement; form**

Written information informing patients of their rights shall include a preamble or preliminary statement in substantial form as follows:

(a) Further facility requirements are set forth in the Health and Safety Code, and in Title 22 of the California Administrative Code [California Code of Regulations].

(b) Willful or repeated violations of either code may subject a facility and its personnel to civil or criminal proceedings.

(c) Patients have the right to voice grievances to facility personnel free from reprisal and can submit complaints to the State [Department of Public Health] or its representative.

### **1599.3. Representative of patient; devolution of rights**

Any rights under this chapter of a patient judicially determined to be incompetent, or who is found by his physician to be medically incapable of understanding such information, or who exhibits a communication barrier, shall devolve to such patient's

guardian, conservator, next of kin, sponsoring agency, or representative payer, except when the facility itself is the representative payer.

#### **1599.4. Construction and application of chapter**

In no event shall this chapter be construed or applied in a manner which imposes new or additional obligations or standards on skilled nursing or intermediate care facilities or their personnel, other than in regard to the notification and explanation of patient's rights or unreasonable costs.

#### **California Welfare and Institutions Code Sections 4502-4505, 4512**

4502. Persons with developmental disabilities have the same legal rights and responsibilities guaranteed all other individuals by the United States Constitution and laws and the Constitution and laws of the State of California. No otherwise qualified person by reason of having a developmental disability shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, which receives public funds.

It is the intent of the Legislature that persons with developmental disabilities shall have rights including, but not limited to, the following:

- (a) A right to treatment and habilitation services and supports in the least restrictive environment. Treatment and habilitation services and supports should foster the developmental potential of the person and be directed toward the achievement of the most independent, productive, and normal lives possible. Such services shall protect the personal liberty of the individual and shall be provided with the least restrictive conditions necessary to achieve the purposes of the treatment, services, or supports.
- (b) A right to dignity, privacy, and humane care. To the maximum extent possible, treatment, services, and supports shall be provided in natural community settings.
- (c) A right to participate in an appropriate program of publicly supported education, regardless of degree of disability.
- (d) A right to prompt medical care and treatment.
- (e) A right to religious freedom and practice.
- (f) A right to social interaction and participation in community activities.
- (g) A right to physical exercise and recreational opportunities.

(h) A right to be free from harm, including unnecessary physical restraint, or isolation, excessive medication, abuse, or neglect.

(i) A right to be free from hazardous procedures.

(j) A right to make choices in their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way they spend their time, including education, employment, and leisure, the pursuit of their personal future, and program planning and implementation.

4502.1. The right of individuals with developmental disabilities to make choices in their own lives requires that all public or private agencies receiving state funds for the purpose of serving persons with developmental disabilities, including, but not limited to, regional centers, shall respect the choices made by consumers or, where appropriate, their parents, legal guardian, or conservator. Those public or private agencies shall provide consumers with opportunities to exercise decision-making skills in any aspect of day-to-day living and shall provide consumers with relevant information in an understandable form to aid the consumer in making his or her choice.

4503. Each person with developmental disabilities who has been admitted or committed to a state hospital, community care facility as defined in Section 1502 of the Health and Safety Code, or a health facility as defined in Section 1250 of the Health and Safety Code shall have the following rights, a list of which shall be prominently posted in English, Spanish, and other appropriate languages, in all facilities providing those services and otherwise brought to his or her attention by any additional means as the Director of Developmental Services may designate by regulation:

(a) To wear his or her own clothes, to keep and use his or her own personal possessions including his or her toilet articles, and to keep and be allowed to spend a reasonable sum of his or her own money for canteen expenses and small purchases.

(b) To have access to individual storage space for his or her private use.

(c) To see visitors each day.

(d) To have reasonable access to telephones, both to make and receive confidential calls.

(e) To have ready access to letter writing materials, including stamps, and to mail and receive unopened correspondence.

(f) To refuse electroconvulsive therapy.

(g) To refuse behavior modification techniques which cause pain or trauma.

(h) To refuse psychosurgery notwithstanding the provisions of Sections 5325, 5326, and 5326.3. Psychosurgery means those operations currently referred to as lobotomy, psychiatric surgery, and behavioral surgery and all other forms of brain surgery if the surgery is performed for any of the following purposes:

- (1) Modification or control of thoughts, feelings, actions, or behavior rather than the treatment of a known and diagnosed physical disease of the brain.
- (2) Modification of normal brain function or normal brain tissue in order to control thoughts, feelings, action, or behavior.
- (3) Treatment of abnormal brain function or abnormal brain tissue in order to modify thoughts, feelings, actions, or behavior when the abnormality is not an established cause for those thoughts, feelings, actions, or behavior.

(i) To make choices in areas including, but not limited to, his or her daily living routines, choice of companions, leisure and social activities, and program planning and implementation.

(j) Other rights, as specified by regulation.

4505. For the purposes of subdivisions (f) and (g) of Section 4503, if the patient is a minor age 15 years or over, the right to refuse may be exercised either by the minor or his parent, guardian, conservator, or other person entitled to his custody.

If the patient or his parent, guardian, conservator, or other person responsible for his custody do not refuse the forms of treatment or behavior modification described in subdivisions (f) and (g) of Section 4503, such treatment and behavior modification may be provided only after review and approval by a peer review committee. The Director of Developmental Services shall, by March 1, 1977, adopt regulations establishing peer review procedures for this purpose.

### **California Welfare and Institutions Code Sections 5325-5326**

5325. Each person involuntarily detained for evaluation or treatment under provisions of this part, each person admitted as a voluntary patient for psychiatric evaluation or treatment to any health facility, as defined in Section 1250 of the Health and Safety Code, in which psychiatric evaluation or treatment is offered, and each mentally retarded person committed to a state hospital pursuant to Article 5 (commencing with Section 6500) of Chapter 2 of Part 2 of Division 6 shall have the following rights, a list of which shall be prominently posted in the predominant languages of the community and explained in a language or modality accessible to the patient in all facilities providing such services and otherwise brought to his or her attention by such additional means as the Director of Mental Health may designate by regulation:

- (a) To wear his or her own clothes; to keep and use his or her own personal possessions including his or her toilet articles; and to keep and be allowed to spend a reasonable sum of his or her own money for canteen expenses and small purchases.
- (b) To have access to individual storage space for his or her private use.
- (c) To see visitors each day.
- (d) To have reasonable access to telephones, both to make and receive confidential calls or to have such calls made for them.
- (e) To have ready access to letter writing materials, including stamps, and to mail and receive unopened correspondence.
- (f) To refuse convulsive treatment including, but not limited to, any electroconvulsive treatment, any treatment of the mental condition which depends on the induction of a convulsion by any means, and insulin coma treatment.
- (g) To refuse psychosurgery. Psychosurgery is defined as those operations currently referred to as lobotomy, psychiatric surgery, and behavioral surgery and all other forms of brain surgery if the surgery is performed for the purpose of any of the following:
  - (1) Modification or control of thoughts, feelings, actions, or behavior rather than the treatment of a known and diagnosed physical disease of the brain.
  - (2) Modification of normal brain function or normal brain tissue in order to control thoughts, feelings, actions, or behavior.
  - (3) Treatment of abnormal brain function or abnormal brain tissue in order to modify thoughts, feelings, actions or behavior when the abnormality is not an established cause for those thoughts, feelings, actions, or behavior. Psychosurgery does not include prefrontal sonic treatment wherein there is no destruction of brain tissue. The Director of Mental Health shall promulgate appropriate regulations to assure adequate protection of patients' rights in such treatment.
- (h) To see and receive the services of a patient advocate who has no direct or indirect clinical or administrative responsibility for the person receiving mental health services.
- (i) Other rights, as specified by regulation.

Each patient shall also be given notification in a language or modality accessible to the patient of other constitutional and statutory rights which are found by the State Department of Mental Health to be frequently misunderstood, ignored, or denied.

Upon admission to a facility each patient shall immediately be given a copy of a State Department of Mental Health prepared patients' rights handbook. The State Department of Mental Health shall prepare and provide the forms specified in this section and in Section 5157.



The rights specified in this section may not be waived by the person's parent, guardian, or conservator.

5325.1. Persons with mental illness have the same legal rights and responsibilities guaranteed all other persons by the Federal Constitution and laws and the Constitution and laws of the State of California, unless specifically limited by federal or state law or regulations. No otherwise qualified person by reason of having been involuntarily detained for evaluation or treatment under provisions of this part or having been admitted as a voluntary patient to any health facility, as defined in Section 1250 of the Health and Safety Code, in which psychiatric evaluation or treatment is offered shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, which receives public funds.

It is the intent of the legislature that persons with mental illness shall have rights including, but not limited to, the following:

- (a) A right to treatment services which promote the potential of the person to function independently. Treatment should be provided in ways that are least restrictive of the personal liberty of the individual.
- (b) A right to dignity, privacy, and humane care.
- (c) A right to be free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect. Medication shall not be used as punishment, for the convenience of staff, as a substitute for program, or in quantities that interfere with the treatment program.
- (d) A right to prompt medical care and treatment.
- (e) A right to religious freedom and practice.
- (f) A right to participate in appropriate programs of publicly supported education.
- (g) A right to social interaction and participation in community activities.
- (h) A right to physical exercise and recreational opportunities.
- (i) A right to be free from hazardous procedures.

5325.2. Any person who is subject to detention pursuant to Section 5150, 5250, 5260, or 5270.15 shall have the right to refuse treatment with antipsychotic medication subject to provisions set forth in this chapter.

5326. The professional person in charge of the facility or his or her designee may, for good cause, deny a person any of the rights under Section 5325, except under subdivisions (g) and (h) and the rights under subdivision (f) may be denied only under

the conditions specified in Section 5326.7. To ensure that these rights are denied only for good cause, the Director of Mental Health shall adopt regulations specifying the conditions under which they may be denied.

Denial of a person's rights shall in all cases be entered into the person's treatment record.

## **Code of Federal Regulations—Title 42—Public Health**

### **Chapter IV--Centers For Medicare & Medicaid Services, Department Of Health And Human Services**

#### **Part 483--Requirements For States And Long Term Care Facilities Subpart B--Requirements for Long Term Care Facilities**

##### **Sec. 483.10 Resident rights.**

The resident has a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility. A facility must protect and promote the rights of each resident, including each of the following rights:

(a) Exercise of rights.

- (1) The resident has the right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States.
- (2) The resident has the right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising his or her rights.
- (3) In the case of a resident adjudged incompetent under the laws of a State by a court of competent jurisdiction, the rights of the resident are exercised by the person appointed under State law to act on the resident's behalf.
- (4) In the case of a resident who has not been adjudged incompetent by the State court, any legal -surrogate designated in accordance with State law may exercise the resident's rights to the extent provided by State law.

(b) Notice of rights and services.

- (1) The facility must inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility. The facility must also provide the resident with the notice (if any) of the State developed under section 1919(e)(6) of the Act. Such notification must be made prior to or upon

admission and during the resident's stay. Receipt of such information, and any amendments to it, must be acknowledged in writing;

(2) The resident or his or her legal representative has the right--

- (i) Upon an oral or written request, to access all records pertaining to himself or herself including current clinical records within 24 hours (excluding weekends and holidays); and
- (ii) After receipt of his or her records for inspection, to purchase at a cost not to exceed the community standard photocopies of the records or any portions of them upon request and 2 working days advance notice to the facility.

(3) The resident has the right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition;

(4) The resident has the right to refuse treatment, to refuse to participate in experimental research, and to formulate an advance directive as specified in paragraph (8) of this section; and

(5) The facility must--

(i) Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to the nursing facility or, when the resident becomes eligible for Medicaid of--

(A) The items and services that are included in nursing facility services under the State plan and for which the resident may not be charged;

(B) Those other items and services that the facility offers and for which the resident may be charged, and the amount of charges for those services; and

(ii) Inform each resident when changes are made to the items and services specified in paragraphs (5)(i)(A) and (B) of this section.

(6) The facility must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in the facility and of charges for those services, including any charges for services not covered under Medicare or by the facility's per diem rate.

(7) The facility must furnish a written description of legal rights which includes--

(i) A description of the manner of protecting personal funds, under paragraph (c) of this section;

(ii) A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment under section 1924(c) which determines the extent of a couple's non-exempt resources at the time of institutionalization and attributes to the community spouse an equitable share of resources which cannot be considered available for payment toward the cost of the institutionalized spouse's medical care in his or her process of spending down to Medicaid eligibility levels;

(iii) A posting of names, addresses, and telephone numbers of all pertinent State client advocacy groups such as the State survey and certification agency, the State licensure office, the State ombudsman program, the protection and advocacy network, and the Medicaid fraud control unit; and

(iv) A statement that the resident may file a complaint with the State survey and certification agency concerning resident abuse, neglect, misappropriation of resident property in the facility, and non-compliance with the advance directives requirements.

(8) The facility must comply with the requirements specified in subpart I of part 489 of this chapter relating to maintaining written policies and procedures regarding advance directives. These requirements include provisions to inform and provide written information to all adult residents concerning the right to accept or refuse medical or surgical treatment and, at the individual's option, formulate an advance directive. This includes a written description of the facility's policies to implement advance directives and applicable State law. Facilities are permitted to contract with other entities to furnish this information but are still legally responsible for ensuring that the requirements of this section are met. If an adult individual is incapacitated at the time of admission and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive, the facility may give advance directive information to the individual's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated individual or to a surrogate or other concerned persons in accordance with State law. The facility is not relieved of its obligation to provide this information to the individual once he or she is no longer incapacitated or unable to receive such information. Follow-up procedures must be in place to provide the information to the individual directly at the appropriate time.

(9) The facility must inform each resident of the name, specialty, and way of contacting the physician responsible for his or her care.

(10) The facility must prominently display in the facility written information, and provide to residents and applicants for admission oral and written information about how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.

(11) Notification of changes.

(i) A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is--

(A) An accident involving the resident which results in injury and has the potential for requiring physician intervention;

(B) A significant change in the resident's physical, mental, or psychosocial status (i.e., a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications);

(C) A need to alter treatment significantly (i.e., a need to discontinue an existing form of treatment due to adverse consequences, or to commence a new form of treatment); or

(D) A decision to transfer or discharge the resident from the facility as specified in Sec. 483.12(a).

(ii) The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is--

(A) A change in room or roommate assignment as specified in Sec. 483.15(e)(2); or

(B) A change in resident rights under Federal or State law or regulations as specified in paragraph (b)(1) of this section.

(iii) The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.

(12) Admission to a composite distinct part. A facility that is a composite distinct part (as defined in Sec. 483.5(c) of this subpart) must disclose in its admission agreement its physical configuration, including the various locations that comprise the composite distinct part, and must specify the policies that apply to room changes between its different locations under Sec. 483.12(a)(8).

(c) Protection of resident funds.

(1) The resident has the right to manage his or her financial affairs, and the facility may not require residents to deposit their personal funds with the facility.

(2) Management of personal funds. Upon written authorization of a resident, the facility must hold, safeguard, manage, and account for the personal funds of the

resident deposited with the facility, as specified in paragraphs (c)(3)-(8) of this section.

(3) Deposit of funds.

(i) Funds in excess of \$50. The facility must deposit any residents' personal funds in excess of \$50 in an interest bearing account (or accounts) that is separate from any of the facility's operating accounts, and that credits all interest earned on resident's funds to that account. (In pooled accounts, there must be a separate accounting for each resident's share.)

(ii) Funds less than \$50. The facility must maintain a resident's personal funds that do not exceed \$50 in a non-interest bearing account, interest-bearing account, or petty cash fund.

(4) Accounting and records. The facility must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to the facility on the resident's behalf.

(i) The system must preclude any commingling of resident funds with facility funds or with the funds of any person other than another resident.

(ii) The individual financial record must be available through quarterly statements and on request to the resident or his or her legal representative.

(5) Notice of certain balances. The facility must notify each resident that receives Medicaid benefits—

(i) When the amount in the resident's account reaches \$200 less than the SSI resource limit for one person, specified in section 1611(a)(3)(B) of the Act; and

(ii) That, if the amount in the account, in addition to the value of the resident's other nonexempt resources, reaches the SSI resource limit for one person, the resident may lose eligibility for Medicaid or SSI.

(6) Conveyance upon death. Upon the death of a resident with a personal fund deposited with the facility, the facility must convey within 30 days the resident's funds, and a final accounting of those funds, to the individual or probate jurisdiction administering the resident's estate.

(7) Assurance of financial security. The facility must purchase a surety bond, or otherwise provide assurance satisfactory to the Secretary, to assure the security of all personal funds of residents deposited with the facility.

(8) Limitation on charges to personal funds. The facility may not impose a charge against the personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare (except for applicable deductible and coinsurance amounts). The facility may charge the resident for requested services that are more expensive than or in excess of covered services in accordance with Sec. 489.32 of this chapter. (This does not affect the prohibition on facility charges for items and services for which Medicaid has paid. See Sec. 447.15, which limits participation in the Medicaid program to providers who accept, as payment in full, Medicaid payment plus any deductible, coinsurance, or copayment required by the plan to be paid by the individual.)

(i) Services included in Medicare or Medicaid payment. During the course of a covered Medicare or Medicaid stay, facilities may not charge a resident for the following categories of items and services:

- (A) Nursing services as required at Sec. 483.30 of this subpart.
- (B) Dietary services as required at Sec. 483.35 of this subpart.
- (C) An activities program as required at Sec. 483.15(f) of this subpart.
- (D) Room/bed maintenance services.
- (E) Routine personal hygiene items and services as required to meet the needs of residents, including, but not limited to, hair hygiene supplies, comb, brush, bath soap, disinfecting soaps or specialized cleansing agents when indicated to treat special skin problems or to fight infection, razor, shaving cream, toothbrush, toothpaste, denture adhesive, denture cleaner, dental floss, moisturizing lotion, tissues, cotton balls, cotton swabs, deodorant, incontinence care and supplies, sanitary napkins and related supplies, towels, washcloths, hospital gowns, over the counter drugs, hair and nail hygiene services, bathing, and basic personal laundry.
- (F) Medically-related social services as required at Sec. 483.15(g) of this subpart.

(ii) Items and services that may be charged to residents' funds. Listed below are general categories and examples of items and services that the facility may charge to residents' funds if they are requested by a resident, if the facility informs the resident that there will be a charge, and if payment is not made by Medicare or Medicaid:

- (A) Telephone.
- (B) Television/radio for personal use.

(C) Personal comfort items, including smoking materials, notions and novelties, and confections.

(D) Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare.

(E) Personal clothing.

(F) Personal reading matter.

(G) Gifts purchased on behalf of a resident.

(H) Flowers and plants.

(I) Social events and entertainment offered outside the scope of the activities program, provided under Sec. 483.15(f) of this subpart.

(J) Noncovered special care services such as privately hired nurses or aides.

(K) Private room, except when therapeutically required (for example, isolation for infection control).

(L) Specially prepared or alternative food requested instead of the food generally prepared by the facility, as required by Sec. 483.35 of this subpart.

(iii) Requests for items and services.

(A) The facility must not charge a resident (or his or her representative) for any item or service not requested by the resident.

(B) The facility must not require a resident (or his or her representative) to request any item or service as a condition of admission or continued stay.

(C) The facility must inform the resident (or his or her representative) 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.

(d) Free choice. The resident has the right to—

(1) Choose a personal attending physician;

(2) Be fully informed in advance about care and treatment and of any changes in that care or treatment that may affect the resident's well-being; and



(3) Unless adjudged incompetent or otherwise found to be incapacitated under the laws of the State, participate in planning care and treatment or changes in care and treatment.

(e) Privacy and confidentiality. The resident has the right to personal privacy and confidentiality of his or her personal and clinical records.

(1) Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups, but this does not require the facility to provide a private room for each resident;

(2) Except as provided in paragraph (e)(3) of this section, the resident may approve or refuse the release of personal and clinical records to any individual outside the facility;

(3) The resident's right to refuse release of personal and clinical records does not apply when--

(i) The resident is transferred to another health care institution; or

(ii) Record release is required by law.

(f) Grievances. A resident has the right to--

(1) Voice grievances without discrimination or reprisal. Such grievances include those with respect to treatment which has been furnished as well as that which has not been furnished; and

(2) Prompt efforts by the facility to resolve grievances the resident may have, including those with respect to the behavior of other residents.

(g) Examination of survey results. A resident has the right to--

(1) Examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility. The facility must make the results available for examination in a place readily accessible to residents, and must post a notice of their availability; and

(2) Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.

(h) Work. The resident has the right to--

(1) Refuse to perform services for the facility;

(2) Perform services for the facility, if he or she chooses, when--

- (i) The facility has documented the need or desire for work in the plan of care;
- (ii) The plan specifies the nature of the services performed and whether the services are voluntary or paid;
- (iii) Compensation for paid services is at or above prevailing rates; and
- (iv) The resident agrees to the work arrangement described in the plan of care.

(i) Mail. The resident has the right to privacy in written communications, including the right to--

- (1) Send and promptly receive mail that is unopened; and
- (2) Have access to stationery, postage, and writing implements at the resident's own expense.

(j) Access and visitation rights. (1) The resident has the right and the facility must provide immediate access to any resident by the following:

- (i) Any representative of the Secretary;
- (ii) Any representative of the State;
- (iii) The resident's individual physician;
- (iv) The State long term care ombudsman (established under section 307(a)(12) of the Older Americans Act of 1965);
- (v) The agency responsible for the protection and advocacy system for developmentally disabled individuals (established under part C of the Developmental Disabilities Assistance and Bill of Rights Act);
- (vi) The agency responsible for the protection and advocacy system for mentally ill individuals (established under the Protection and Advocacy for Mentally Ill Individuals Act);
- (vii) Subject to the resident's right to deny or withdraw consent at any time, immediate family or other relatives of the resident; and
- (viii) Subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the resident.

(2) The facility must provide reasonable access to any resident by 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 anytime.

(3) The facility must allow representatives of the State Ombudsman, described in paragraph (j)(1)(iv) of this section, to examine a resident's clinical records with the permission of the resident or the resident's legal representative, and consistent with State law.

(k) Telephone. The resident has the right to have reasonable access to the use of a telephone where calls can be made without being overheard.

(l) Personal property. The resident has the right to retain and use personal possessions, including some furnishings, and appropriate clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents.

(m) Married couples. The resident has the right to share a room with his or her spouse when married residents live in the same facility and both spouses consent to the arrangement.

(n) Self-Administration of Drugs. An individual resident may self-administer drugs if the interdisciplinary team, as defined by Sec. 483.20(d)(2)(ii), has determined that this practice is safe.

(o) Refusal of certain transfers.

(1) An individual has the right to refuse a transfer to another room within the institution, if the purpose of the transfer is to relocate --

(i) A resident of a SNF from the distinct part of the institution that is a SNF to a part of the institution that is not a SNF, or

(ii) A resident of a NF from the distinct part of the institution that is a NF to a distinct part of the institution that is a SNF.

(2) A resident's exercise of the right to refuse transfer under paragraph (o)(1) of this section does not affect the individual's eligibility or entitlement to Medicare or Medicaid benefits.

## **PART 483 REQUIREMENTS FOR STATES AND LONG TERM CARE FACILITIES**

### **Subpart B -- Requirements for Long Term Care Facilities Sec. 483.12 Admission, transfer and discharge rights.**

(a) Transfer and discharge—

(1) Definition: Transfer and discharge includes movement of a resident to a bed outside of the certified facility whether that bed is in the same physical plant or not. Transfer and discharge does not refer to movement of a resident to a bed within the same certified facility.

(2) Transfer and discharge requirements. The facility must permit each resident to remain in the facility, and not transfer or discharge the resident from the facility unless--

(i) The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the facility;

(ii) The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the facility;

(iii) The safety of individuals in the facility is endangered;

(iv) The health of individuals in the facility would otherwise be endangered;

(v) The resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare or Medicaid) a stay at the facility. For a resident who becomes eligible for Medicaid after admission to a facility, the facility may charge a resident only allowable charges under Medicaid; or

(vi) The facility ceases to operate.

(3) Documentation. When the facility transfers or discharges a resident under any of the circumstances specified in paragraphs (a)(2)(i) through (v) of this section, the resident's clinical record must be documented. The documentation must be made by--

(i) The resident's physician when transfer or discharge is necessary under paragraph (a)(2)(i) or paragraph (a)(2)(ii) of this section; and

(ii) A physician when transfer or discharge is necessary under paragraph (a)(2)(iv) of this section.

(4) Notice before transfer. Before a facility transfers or discharges a resident, the facility must--

(i) Notify the resident and, if known, a family member or legal representative of the resident of the transfer or discharge and the reasons for the move in writing and in a language and manner they understand.

- (ii) Record the reasons in the resident's clinical record; and
- (iii) Include in the notice the items described in paragraph (a)(6) of this section.

(5) Timing of the notice. (i) Except when specified in paragraph (a)(5)(ii) of this section, the notice of transfer or discharge required under paragraph (a)(4) of this section must be made by the facility at least 30 days before the resident is transferred or discharged.

(ii) Notice may be made as soon as practicable before transfer or discharge when--

(A) The safety of individuals in the facility would be endangered under paragraph (a)(2)(iii) of this section;

(B) The health of individuals in the facility would be endangered, under paragraph (a)(2)(iv) of this section;

(C) The resident's health improves sufficiently to allow a more immediate transfer or discharge, under paragraph (a)(2)(ii) of this section;

(D) An immediate transfer or discharge is required by the resident's urgent medical needs, under paragraph (a)(2)(i) of this section; or

(E) A resident has not resided in the facility for 30 days.

(6) Contents of the notice. The written notice specified in paragraph (a)(4) of this section must include the following:

- (i) The reason for transfer or discharge;
- (ii) The effective date of transfer or discharge;
- (iii) The location to which the resident is transferred or discharged;
- (iv) A statement that the resident has the right to appeal the action to the State;
- (v) The name, address and telephone number of the State long term care ombudsman;
- (vi) For nursing facility residents with developmental disabilities, the mailing address and telephone number of the agency responsible for the protection and advocacy of developmentally disabled individuals established under Part C of the Developmental Disabilities Assistance and Bill of Rights Act; and

- (vii) For nursing facility residents who are mentally ill, the mailing address and telephone number of the agency responsible for the protection and advocacy of mentally ill individuals established under the Protection and Advocacy for Mentally Ill Individuals Act.
- (7) Orientation for transfer or discharge. A facility must provide sufficient preparation and orientation to residents to ensure safe and orderly transfer or discharge from the facility.
- (8) Room changes in a composite distinct part. Room changes in a facility that is a composite distinct part (as defined in Sec.483.5(c)) must be limited to moves within the particular building in which the resident resides, unless the resident voluntarily agrees to move to another of the composite distinct part's locations.
- (b) Notice of bed-hold policy and readmission—
- (1) Notice before transfer. Before a nursing facility transfers a resident to a hospital or allows a resident to go on therapeutic leave, the nursing facility must provide written information to the resident and a family member or legal representative that specifies—
- (i) The duration of the bed-hold policy under the State plan, if any, during which the resident is permitted to return and resume residence in the nursing facility; and
  - (ii) The nursing facility's policies regarding bed-hold periods, which must be consistent with paragraph (b)(3) of this section, permitting a resident to return.
- (2) Bed-hold notice upon transfer. At the time of transfer of a resident for hospitalization or therapeutic leave, a nursing facility must provide to the resident and a family member or legal representative written notice which specifies the duration of the bed-hold policy described in paragraph (b)(1) of this section.
- (3) Permitting resident to return to facility. A nursing facility must establish and follow a written policy under which a resident, whose hospitalization or therapeutic leave exceeds the bed-hold period under the State plan, is readmitted to the facility immediately upon the first availability of a bed in a semi-private room if the resident-
- (i) Requires the services provided by the facility; and
  - (ii) Is eligible for Medicaid nursing facility services.
- (4) Readmission to a composite distinct part. When the nursing facility to which a resident is readmitted is a composite distinct part as defined in Sec. 483.5(c) of this subpart), the resident must be permitted to return to an available bed in the

particular location of the composite distinct part in which he or she resided previously. If a bed is not available in that location at the time of readmission, the resident must be given the option to return to that location upon the first availability of a bed there.

(c) Equal access to quality care.

(1) A facility must establish and maintain identical policies and practices regarding transfer, discharge, and the provision of services under the State plan for all individuals regardless of source of payment;

(2) The facility may charge any amount for services furnished to non-Medicaid residents consistent with the notice requirement in Sec. 483.10(b)(5)(i) and (b)(6) describing the charges; and

(3) The State is not required to offer additional services on behalf of a resident other than services provided in the State plan.

(d) Admissions policy.

(1) The facility must--

(i) Not require residents or potential residents to waive their rights to Medicare or Medicaid; and

(ii) Not require oral or written assurance that residents or potential residents are not eligible for, or will not apply for, Medicare or Medicaid benefits.

(2) The facility must not require a third party guarantee of payment to the facility as a condition of admission or expedited admission, or continued stay in the facility. However, the facility may require an individual who has legal access to a resident's income or resources available to pay for facility care to sign a contract, without incurring personal financial liability, to provide facility payment from the resident's income or resources.

(3) In the case of a person eligible for Medicaid, a nursing facility must not charge, solicit, accept, or receive, in addition to any amount otherwise required to be paid under the State plan, any gift, money, donation, or other consideration as a precondition of admission, expedited admission or continued stay in the facility. However,--

(i) A nursing facility may charge a resident who is eligible for Medicaid for items and services the resident has requested and received, and that are not specified in the State plan as included in the term "nursing facility services" so long as the facility gives proper notice of the availability and cost of these

services to residents and does not condition the resident's admission or continued stay on the request for and receipt of such additional services; and

(ii) A nursing facility may solicit, accept, or receive a charitable, religious, or philanthropic contribution from an organization or from a person unrelated to a Medicaid eligible resident or potential resident, but only to the extent that the contribution is not a condition of admission, expedited admission, or continued stay in the facility for a Medicaid eligible resident.

(4) States or political subdivisions may apply stricter admissions standards under State or local laws than are specified in this section, to prohibit discrimination against individuals entitled to Medicaid.

## **PART 483 REQUIREMENTS FOR STATES AND LONG TERM CARE FACILITIES**

### **Subpart B -- Requirements for Long Term Care Facilities Sec. 483.13 -- Resident behavior and facility practices.**

(a) Restraints. The resident has the right to be free from any physical or chemical restraints imposed for purposes of discipline or convenience, and not required to treat the resident's medical symptoms.

(b) Abuse. The resident has the right to be free from verbal, sexual, physical, and mental abuse, corporal punishment, and involuntary seclusion.

## **PART 483 REQUIREMENTS FOR STATES AND LONG TERM CARE FACILITIES**

### **Subpart B -- Requirements for Long Term Care Facilities Sec. 483.15 Quality of life.**

A facility must care for its residents in a manner and in an environment that promotes maintenance or enhancement of each resident's quality of life.

(a) Dignity. The facility must promote care for residents in a manner and in an environment that maintains or enhances each resident's dignity and respect in full recognition of his or her individuality.

(b) Self-determination and participation. The resident has the right to--

(1) Choose activities, schedules, and health care consistent with his or her interests, assessments, and plans of care;

(2) Interact with members of the community both inside and outside the facility; and



(3) Make choices about aspects of his or her life in the facility that are significant to the resident.

(c) Participation in resident and family groups.

(1) A resident has the right to organize and participate in resident groups in the facility;

(2) A resident's family has the right to meet in the facility with the families of other residents in the facility;

(3) The facility must provide a resident or family group, if one exists, with private space;

(4) Staff or visitors may attend meetings at the group's invitation;

(5) The facility must provide a designated staff person responsible for providing assistance and responding to written requests that result from group meetings;

(6) When a resident or family group exists, the facility must 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.

(d) Participation in other activities. A resident has the right to participate in social, religious, and community activities that do not interfere with the rights of other residents in the facility.

(e) Accommodation of needs. A resident has the right to--

(1) Reside and receive services in the facility with reasonable accommodation of individual needs and preferences, except when the health or safety of the individual or other residents would be endangered; and

(2) Receive notice before the resident's room or roommate in the facility is changed.