

R9-10-907. Resident Rights

An administrator shall ensure that:

1. A resident:

a. Is treated with consideration, respect, and dignity, and receives privacy in:

i. Treatment,

ii. Activities of daily living,

iii. Room accommodations, and

iv. Visits or meetings with other residents or individuals,

b. Is free from:

i. Restraint and seclusion if not medically indicated unless necessary to prevent harm to self or others and the reason for restraint or seclusion is documented in the resident's medical records;

ii. Abuse and misappropriation of property; and

iii. Interference, coercion, discrimination, and reprisal from a staff member, the administrator, or a volunteer for exercising the resident's rights;

c. Is provided with reasonable accommodations unless the health or safety of the resident or another resident is at risk;

d. May formulate a health care directive;

e. May refuse to be photographed or refuse to participate in research, education, or experiments;

f. May consent to perform or refuse to perform work for the nursing care institution;

g. May choose activities and schedules consistent with the resident's interests that do not interfere with other residents;

h. May participate in social, religious, political, and community activities that do not interfere with other residents;

i. May retain personal possessions including furnishings and clothing as space permits unless use of the personal possession infringes on the rights or health and safety of other residents;

j. May share a room with the resident's spouse if space is available and the spouse consents;

2. A resident or the resident's representative:

a. Participates in the planning of, or decisions concerning treatment;

b. Consents to or refuses examination and treatment;

c. Participates in developing the resident's care plan;

d. May manage the resident's financial affairs;

e. May choose the resident's attending physician. If the resident's insurance or payor does not cover the cost of the medical services provided by the attending physician or the attending physician's designee, the resident is responsible for the costs;

f. May submit a grievance without retaliation from a staff member or volunteer;

g. May review the nursing care institution's current license survey report and, if applicable, plan of correction in effect;

h. Has access to and may communicate with any individual, organization, or agency;

i. May participate in a resident group;

j. May review the resident's financial records within two business days and medical records within one business day of the resident or the resident's representative's request;

k. May obtain a copy of the resident's financial records and medical records within two business days of the resident's request and in compliance with A.R.S. § 12-2295;

l. May select a pharmacy of choice if the pharmacy complies with nursing care institution policies and procedures and does not pose a risk to the resident;

m. Is informed of the method for contacting the resident's attending physician;

n. Is informed of the resident's total health condition;

o. Is provided with a copy of those sections of the resident's medical records that are required for continuity of care, free of charge according to A.R.S. § 12-2295, if the resident is transferred or discharged;

p. Is informed in writing of a change in rates and charges 60 days before the effective date of the change; and

q. Except in the event of an emergency, is informed orally or in writing before the nursing care institution makes a change in a resident's room or roommate assignment and notification is documented in the resident's medical records; and

3. Financial record information is disclosed only with the written consent of a resident or the resident's representative or as permitted by law.

Historical Note

Adopted effective February 17, 1995 (Supp. 95-1). Section repealed; new Section made by final rulemaking at 9 A.A.R. 338, effective March 16, 2003 (Supp. 03-1).