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Councilmember David Grosso

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Councilmember Elissa Silverman

Councilmember Jack Evans

Councilmember Anita Bonds

Councilmember Trayon White, Sr.

Councilmember Kenyan McDuffie

Councilmember Brandon T. Todd

Councilmember Robert White, Jr.

Councilmember Charles Allen

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To amend the Assisted Living Residence Regulatory Act of 2000 by establishing standards for DOH inspection of resident files and resident agreements for compliance with the D.C. Code; by establishing that inspection reports, investigative findings and other data be made available online; by establishing a resident's right to civil action against an ALR for violations; by requiring an ALR to develop policies related to medication administration and errors, resident falls, individual service plans, transfer and discharge, complaints and grievances, abuse and neglect, emergency and evacuation, lifeline response, use of surveillance and video recording, and resident visitation; ensuring resident (and resident representative) access to resident records, occupancy and staffing information, and an annual report of revenue and expenses for the ALR; by requiring a photo directory of employees and contractors as well as a directory of current residents; by requiring an ALR to facilitate access to care as needed, including assistance with making and keeping scheduled appointments and arranging transportation; by establishing that a

resident may use the pharmacy of one's choice and to self-administer medication if able to do so; by requiring an ALR with capacity for more than 60 residents employ an independent licensed clinical social worker at least 20 hours per week (40 hours a week for ALR capacity of more than 120 residents); by requiring a registered nurse to be onsite at all times and that the ALR maintain consistent staff to resident ratios for nurses, care managers and direct care staff for all shifts; provides that an ALR permit each resident to remain in the ALR, and not transfer or discharge the resident unless the clinical or behavioral status of the resident endangers others; by establishing that a resident has an absolute right to reside in and have access to one's living unit at all times; by stipulating that any effort to immediately restrict a resident from accessing one's living unit without required proper notice is considered an unlawful involuntary discharge and subjects the ALR to fines, penalties and expense reimbursement;

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this act may be cited as the "Omnibus Assisted Living Residence Improvement and Quality Long Term Care Act of 2018."

Sec. 2. The Assisted Living Residence Regulatory Act of 2000, effective June 24, 2000 (D.C. Law 13-127; D.C. Official Code § 44-101.01 *et seq.*) is amended:

(a) Section 101 (1) (D.C. Official Code § 44-101.01) is amended to read as follows:

"§44-101.01. Purpose.

The purpose of this chapter is to set uniform, minimum standards of licensure for community residence facilities currently regulated under Chapter 34 of Title 22 of the District of Columbia Municipal Regulations and other facilities when they provide services that assist residents with the activities of daily living. This chapter creates a new category of licensure called "assisted living residence". As used in this title, unless the context requires a different meaning: words imparting the singular include the plural, and words imparting the plural include the singular; the present tense includes the future as well as the present."

Sec. 3. Philosophy of Care.

§ 44-101.02 is amended to read as follows:

"(a) The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, freedom of choice, emotional needs, and respecting the resident's preferences, rights, goals, and life history. Further, the services and physical environment of an assisted living residence should enhance a person's ability to age in place in a homelike setting by increasing or decreasing the amount of assistance in accordance with the individual's changing needs.

"(b) This chapter shall be interpreted in accordance with the following philosophy of care:

"(1) An assisted living residence is a program which combines housing, health, and supportive services for the support of residents aging in place. The function of an assisted living residence is to provide or coordinate personalized assistance through activities of daily living, recreational activities, 24-hour supervision, and provision or coordination of health services and instrumental activities of daily living as needed. A memory care facility is excluded from this definition.

"(2) The design of services and environment should acknowledge that a subset of residents may have some form of cognitive impairment. Services and environment should offer a balance between choice and safety in the least restrictive setting.

"(3) Both the program and environment should support resident dignity, emotional needs, privacy, independence, individuality, freedom of choice, decision making, spirituality, and involvement of family and friends.

"(4) Residents should be supported to age in place by minimizing the need to transfer or discharge through reasonable accommodation and, when necessary, through

coordination and use of home health agencies, hospice, rehabilitation agencies, and other licensed healthcare providers.

"(5) Quality, affordable assisted living residence care should be accessible to all individuals residing in the District regardless of income.

Sec. 3. Definitions.

§ 44-102.01 is amended to add the following terms:

"Abuse" means a deliberate, willful or intentional infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish or emotional instability. Abuse also includes the deprivation by an individual, including a caretaker, of goods and services that are necessary to attain or maintain physical, mental, and emotional and psychosocial well-being. It includes verbal abuse, sexual abuse, physical abuse and mental abuse whether facilitated or enabled through the use of technology, willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish.

"Advance Directive" means the powers granted in a durable power of attorney, living will, medical power or attorney, or the appointment of a health care surrogate.

"Adverse event" means an event that is untoward, undesirable, and usually unanticipated event that causes death or serious injury or risk of serious injury.

"Common Area" means areas in the ALR where residents may gather together with other residents, visitors, and staff or engage in individual pursuits, apart from their residential rooms. This includes living rooms, dining rooms, activity rooms, outdoor areas, and gathering areas and places residents use on a regular basis.

"De-identified" means removing all names and other personally identifiable data, including any information from witnesses and others furnished to the DC Department of Health as part of the investigation.

"Discharge" means movement of a resident to a bed outside of the certified ALR 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 ALR, nor does it refer to movement to a memory care unit.

"Exploitation" means taking advantage of a resident for personal gain through the use of manipulation, intimidation, threats, or coercion.

"Family Council means a group formed, controlled and governed by family members or resident representatives or individuals designated by the resident that holds regular private meetings of the organized group. An ALR shall not use the term to describe a meeting, activity or group organized and run by management.

"Grievance Official" means the Long-Term Care Ombudsman in the D.C. Office on Aging.

"Involuntary Seclusion" means the separation, against the resident's will, from other residents or confinement to the resident's room against the resident's will.

"Licensed health professional" means a physician assistant; nurse practitioner; physical, speech, or occupational therapist; physical or occupational therapy assistant; registered nurse; licensed practical nurse; certified nursing assistant; or licensed clinical social worker; or registered respiratory therapy technician.

"Misappropriation of resident property" means the deliberate misplacement, exploitation, or wrongful, temporary, or permanent use of the resident's belongings or money without the resident's consent or the consent of the resident's representative.

"Mistreatment" means the inappropriate treatment or exploitation of a resident.

"Neglect" means the failure of the ALR, its employees or service providers to provide goods or services to the resident that are necessary to avoid physical harm, pain, mental anguish or mental illness.

"Nurse aide" means any individual providing nursing or nursing related services to residents in a ALR. This term also includes an individual who provides these services through an agency or under contract directly with a resident or resident representative and not with the ALR, but is not a licensed health professional, registered dietician, or someone who volunteers to provide these services without pay. It does not include individuals who furnish services to residents only as paid feeding assistants.

"Over-the-counter" means medications that may be obtained and used without a prescription and shall include nutritional supplements and nutraceuticals, and vitamins.

"Person-centered care" means care focused on the resident as the locus of control and supporting the resident in making their own choices and having control over their daily lives.

"Protected Health Information" means the resident's medical file, assessments, care plans, ISPs, shared responsibility agreements, prescriptions, physician's orders, comments and notes, hospital records, medication administration record, communications, and any other information from or regarding a licensed health professional treating the resident.

"Resident and Family Council" means a group formed, controlled and governed by family members, residents and resident representatives that holds regular private meetings of the

group. An ALR shall not use the term to describe a meeting, activity or group organized and run by management.

"Resident Council" means a group that is formed, controlled and governed by residents that holds regular private meetings of the organized group. An ALR shall not use the term to describe a meeting, activity or group organized and run by management.

"Resident records" means a group of records maintained by the ALR that include medical records, billing records, enrollment, payment information, claims adjudication, case or medical management record, other records used, in whole or in part, by the ALR to make decisions about residents, or any and all other materials maintained by the ALR that affect the care and treatment of a resident including all medical communications related to the resident, copies of all care plans, copies of all permissions signed by the resident or resident representative, or restrictions of the medical information signed by the resident.

"Resident representative" means:

(1) An individual designated by the resident in writing to act on behalf of the resident in order to support the resident in decision making that has access to medical, social or other personal information of the resident; manage financial matters; or receive notifications;

(2) A person authorized by state or federal law, including agents under power of attorney, representative payees, and other fiduciaries to act on behalf of the resident in order to support the resident in decision-making that has access to medical, social or other personal information of the resident; manage financial matters; or receive notifications;

(3) A legal representative personal representative with legal standing, such as power of attorney for healthcare, legal guardian, or health care surrogate or proxy appointed in accordance with state law to act in whole or in part on the resident's behalf;

(4) A Court appointed guardian or conservator of the resident.

(5) Nothing in this definition is intended to expand the scope of authority of any resident representative beyond the authority specifically authorized by the resident, D.C. or Federal law, or court of competent jurisdiction.

"Resident rights" means a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the ALR.

"Retaliation" means the punishment, involuntary seclusion or taking adverse action, or threatening to take adverse action, against a resident or resident representative for engaging in a protected activity or exercising their rights under this chapter.

"Sexual abuse" means the nonconsensual sexual contact of any type with a resident.

"Transfer and discharge" means movement of the resident to another ALR that is not within the same ALR, same physical plant, or movement to another facility, hospital or location. Transfer does not mean movement of the resident to a bed within the same ALR.

Sec. 4. Licensure and Inspection.

§44-103 is amended as follows:

(1) Section 103(6)(a) is amended to read as follows:

"(a) In addition to the inspections required by §44-103.02(e), the Mayor shall conduct an annual inspection. As part of the annual inspection of an ALR, the Mayor shall randomly select and inspect 20% of the resident files and 5% of resident agreements maintained by the ALR. Inspections may be conducted by an individual surveyor or by a team, depending on the type of inspection, size of the facility, and service delivery model of the ALR as well as other factors the Mayor may determine. The Mayor is authorized to photocopy, photograph residents, and use any other available recording devices to document and preserve conditions

found at the ALR during an inspection, investigation or site-visit that DOH reasonably believes threaten the health and safety of residents.

(2) Section 103(6)(a) is amended by adding a new subparagraph 103(6)(a-1) and (a-2) to read as follows:

"(a-1) If more than 20 percent of the resident files inspected or if any single resident agreement inspected is found to be in violation of this chapter, the Mayor shall conduct a review of a total of 50 percent of resident files and require all resident files and resident agreements to be brought into compliance. The Mayor shall conduct a follow-up inspection of residents' files and resident agreements within ninety 90 days of the original inspection.

"(a-2) DOH shall conduct an annual resident satisfaction survey through interviews of residents when performing an annual inspection of the ALR. Once on site at the ALR, DOH shall notify residents that it will conduct resident interviews. Residents shall notify DOH when they are available to be interviewed.

(3) Section 103(6)(h) is amended by adding the following after the period: "The Mayor may conduct all inspections, review of records, complaint investigations, or site visits for any reason to an ALR unannounced and at any time."

(4) Section 103(6) is amended by adding new subparagraphs (i) and (j) to read as follows:

"(i) The ALR shall make available to the DOH for inspection and review any all facility records, books, files, or documents maintained by the ALR upon request. If DOH requests copies of any documents or materials after inspection and review, DOH shall maintain the confidentiality and privacy of any requested employee or resident files and resident

agreements. The ALR shall maintain the confidentiality and privacy of any requested employee or resident files and resident agreements during the reproduction of the requested materials.

"(j) The Mayor shall make available, on a website that is searchable by zip code and accessible to the public, a directory of all licensed ALRs, the findings of annual ALR inspections, copies of inspection reports and investigative findings, summaries of reports, notices of infractions and fines, any other civil or criminal penalties imposed against an ALR or its staff, any findings of complaint investigations against an ALR, terminations or resignations of licensed health care professionals. Findings shall be available on the website for five (5) consecutive years after publication. The Mayor shall post this information within twenty (20) days of the inspection, site-visit, final order, notice of infraction or imposition of fine, or criminal penalties. The Mayor shall implement this subparagraph within ninety (90) days of enactment.

Sec. 5. Sanctions and Penalties.

§ 44-104.01 is amended to add new subsections (e), (f), (g) and (h) to read as follows:

"(e) The resident or the resident representative shall have the right to bring a civil action against an ALR for a violation of this chapter, the residency agreement, Individualized Service Plans, DOH policies and procedures, local laws, federal laws, or the ALR's policies and procedures. An action brought by a resident or resident representative under this chapter is entitled to a jury trial.

"(f) No person shall take discriminatory, disciplinary, or retaliatory action against an employee of an ALR, resident, or resident representative for filing in good faith a complaint with, or providing information to, DOH or the Long Term Care Ombudsman or their designees. A person who violates this provision, or who aids, abets, invites, compels, or coerces another to do so, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed $1,000, imprisonment not to exceed 180 days, or both. This subsection shall not infringe

upon the rights of an employer to supervise, discipline, or to terminate an employee for other reasons.

"(g) A person who knowingly denies access to DOH or the Long-Term Care Ombudsman or their designees in violation of this chapter, or aids, abets, invites, compels, or coerces another to do so, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed $1,000, imprisonment not to exceed 180 days, or both.

"(h) DOH and the Long-term Care Ombudsman shall have the authority to impose per violation fines and other penalties as DOH and the Long-Term Care Ombudsman deem appropriate.

Sec. 6. Resident's Rights and Quality of Life.

§ 44-105 is amended as follows:

(1) Section 105(1)(a) is amended by inserting the following sentence immediately after the period: "An ALR shall provide care and services appropriate to the needs of residents accepted for admission to the ALR. An ALR shall not admit a resident who is or has ever been diagnosed with moderate to severe dementia, or requires hospice care."

(2) Section 105(1) is amended by adding new subsections (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), (c)(6), (c)(7), (c)(8), (c)(9), (c)(10), (c)(11), (d), (e), (f) and (g) to read as follows:

"(c)(1) The ALR shall provide all policies and procedures listed in this chapter in writing to all residents and resident representatives upon admission, or upon request by any resident or resident representative. Upon enactment, the ALR shall provide all policies and procedures listed in this chapter in writing to all current residents and resident representatives.

"(c)(2) The ALR shall develop and implement policies and procedures on all of the following:

"(A) Medication management, administration and storage;

"(B) Resident falls;

"(C) Individual service plans;

"(D) Unwitnessed falls and injury;

"(E) Medication administration;

"(F) Private duty aides;

"(G) ALR denial of resident return to facility;

"(H) Transfer and discharge;

"(I) Family Council, Resident and Family Council, and Resident Council;

"(J) Complaints and grievances;

"(K) Protection against retaliation and fear of retaliation;

"(L) Abuse, neglect and exploitation;

"(M) Bedsore and wound care treatment and prevention;

"(N) Catheter care;

"(O) Medication error management and reporting;

"(P) Stroke and heart attack care, symptoms and treatment;

"(Q) Lifeline and response methods and timing;

"(R) Level of care criteria and determination;

"(S) Resident responsibilities;

"(T) Alcohol and tobacco;

"(U) Administrative and housekeeping schedules and requirements;

"(V) Infection control, sanitation, and universal precautions;

"(W) Food poisoning or similar adverse food related events;

"(X) Contagion disease outbreak;

"(Y) Partial or total emergency evacuation in the event of: fire, earthquake, prolonged power outage, prolonged water or plumbing failure, or prolonged mechanical system failure;

"(Z) Use of surveillance and video recording devices in an ALR to include retention and destruction policies;

"(AA) Notification and alerts to warn residents about criminal or suspicious activity within or outside the ALR; and

"(BB) Resident's right to visitation.

"(c)(3) The ALR shall treat each resident with respect and dignity and care for each resident in a manner and in an environment that promotes maintenance or enhancement of his or her quality of life, recognizing each resident's individual needs and preferences. The ALR shall protect and promote the rights of the resident.

"(c)(4) The ALR shall not discriminate against a resident, resident representative, or family member of the resident for any reason. The ALR and its staff shall administer all policies and procedures uniformly and treat each resident, resident representative, or family member of the resident consistently and equally. The ALR shall not make distinctions between resident, resident representative, or family member of the resident based upon billing policies or financial means.

"(c)(5) The ALR shall be courteous, truthful, and respectful to residents. The ALR shall carry out their professional and medical work in a competent and objective manner.

"(c)(6) The ALR shall provide equal access to quality care regardless of diagnosis, severity of condition, or payment source. An ALR shall establish and maintain identical policies

and practices regarding transfer, discharge, and the provision of services for all residents regardless of payment source.

"(c)(7) The ALR shall provide the resident and the resident representative with immediate and full access to the resident's records.

"(c)(8) The ALR shall provide the ALR's occupancy and staffing information, which shall include all current employees and any budgeted vacancies, to resident and resident representative upon request.

"(c)(9) Upon request, the ALR shall provide an annual report of revenue and expenses for the ALR to the resident and the resident representative by first day of the fifth month following the end of the fiscal year.

"(c)(10) Within ten (10) days of enactment, the ALR shall create and maintain a current photo directory of all employees and contractors who provide direct services to residents, which shall include the employees' and contractors' names and titles. The employee and contractor directory shall be kept in a central, easily accessible and unlocked location on each floor and be available for inspection immediately upon request.

"(c)(11) Within ten (10) days of enactment, the ALR shall create and maintain a current directory of all residents which includes contact information for each resident. The directory shall clearly state that its use is limited for the personal use of residents and not for any commercial purpose. A resident or resident representative may specify which information is included in the resident directory. The ALR shall distribute an updated resident directory to all residents on a monthly basis.

"(c)(12) The ALR shall operate in compliance with DOH procedures and policies and comply with all federal and local laws and relating to licensing, scope of practice, facility operations, and billing requirements.

"(d) Facilities shall offer personal supervision as appropriate for each resident to include the following:

"(1) Monitoring the quality and quantity of the resident's diet;

"(2) Maintaining a general awareness of the resident's health, safety, and emotional and physical well-being;

"(3) Daily staff observation of the activities of resident while in ALR;

"(4) Contacting the resident's health care provider, family, guardian, health care surrogate, or case manager if the resident exhibits a significant change in their physical and emotional health status, falls, suffers an injury, is discharged from, or moves out of the ALR.

"(e) Maintain a written record, updated as needed, of any significant changes in the resident's physical and emotional health, any illnesses that resulted in medical attention, changes in the method of medication administration, or other changes that resulted in the provision of additional services."

"(f) The ALR shall facilitate the resident's access to health care as needed. Specifically, the ALR shall:

"(1) Assist the resident in making appointments and remind the resident about scheduled appointments for medical, dental, nursing, or mental health services;

"(2) Provide transportation to needed medical, dental, nursing or mental health services, or arrange transportation through family, friends, volunteers, taxi cabs, public transportation, or other paid transportation services.

"(3) The ALR shall not require residents to receive medical, pharmacy, prescriptions, dental, nursing, or mental health services from a specific health care provider."

"(g) A resident or resident representative is permitted to arrange, contract, or pay for services provided by a third-party service provider such as a licensed home health agency or private nurse.

"(1) The ALR shall permit the resident to receive services from an out-patient clinic subject to admission to ALR and compliance with the ALR's third party service delivery policy. Subject to applicable local and federal health privacy laws, if a resident receives services from a third party, the third party shall provide the ALR with information regarding the resident's condition and services provided.

"(2) If requested by the resident, the ALR shall coordinate with the third-party service provider to ensure the resident receives the care or services. If the resident requests coordination of services, the ALR is not responsible for the third party failing to provide services to the resident. If the ALR is unable to coordinate third party services for the resident, the ALR shall document in the resident's records why its efforts were unsuccessful. The documentation in the resident's record shall be deemed compliance with this subsection."

(3) Section 105(2) is amended as follows:

(a) Section 105(2)(a) is amended to add a new subsection (5) to read as follows:

"(5) The resident has the right to perform services for the ALR if he or she chooses when:

"(A) The ALR has documented in a resident's individual service plan the resident's need or desire for work;

"(B) The ISP specifies the nature of the services performed and whether the services are voluntary or paid;

"(C) Compensation for any paid services is at or above prevailing rates; and

"(D) The resident agrees to the work arrangement described in the ISP."

(b) Section 105(2) is amended to add a new subsection (c) to read as follows:

"(c)(1) The resident has the right to and the ALR shall promote and facilitate resident self-determination through support of resident choice, including all the rights specified in this chapter.

"(2) The resident has the right to choose activities, schedules (including sleeping and waking times), health care and providers of health care services consistent with his or her interests, assessments, ISP and any other choices about aspects of his or her life in the ALR that are significant to the resident.

"(3) The resident has a right to interact with members of the community and participate in community activities both inside and outside the ALR. The resident has the right to attend and participate in Resident Council and Resident and Family Council meetings, and attend Family Council meetings.

"(4) The ALR shall ensure that the resident can exercise his or her rights without interference, coercion, discrimination, or retaliation from the ALR.

"(5) The resident has the right to be free of interference, coercion, discrimination, retaliation and threat of retaliation from the ALR in exercising his or her rights and to be supported by the ALR in the exercise of his or her rights.

"(6) The resident has the right to present grievances, complain, or present complaints, or express themselves, whether orally or in writing, to the ALR, ALA, any party, or government agency.

"(7) Except in emergencies, the resident may refuse to admit and deny entry ALR staff to their unit.

"(8) The ALR shall treat the decisions of a resident representative, consistent with his or her authority, as the decisions of the resident to the extent required by the court or delegated by the resident, in accordance with applicable law.

"(9) The ALR shall not extend the resident representative the right to make decisions on behalf of the resident beyond the extent required by the court or delegated by the resident, in accordance with the applicable law.

"(10) If the ALR has reason to believe that the resident representative is making decisions or taking actions that are not in the best interests of a resident, the ALR shall report such concerns in a manner as required by the laws of the District of Columbia.

(c) Section 105(2) is amended to add a new subsection (d) to read as follows:

"(d)(1) The resident shall be encouraged to participate in social, recreational, educational and other activities with the ALR and community. Activity programs provided within the ALR shall:

"(A) Provide an ongoing activity program; and

"(B) Provide diversified individual and group activities in keeping with each resident's needs, abilities, and interests.

"(2) The ALR shall consult with the residents in selecting, planning and scheduling activities.

"(3) The ALR shall demonstrate resident participation through one or more of the following methods: resident meetings, resident committees, a Resident Council, Resident and Family Council, suggestion box, group discussions, questionnaires, or any other form of communication appropriate to the size of the ALR.

"(4) The ALR shall make a minimum of twenty-eight (28) hours of scheduled program activities available to residents each week. Scheduled program activities shall be available at least seven (7) days per week. If residents choose to attend a day program conducted at adult day care centers, senior centers, mental health centers or other day programs, the ALR may count those attendance hours toward their requirement. An ALR may not count television or video watching toward its activities programming unless the program is a special one-time event, an annual special event, or of special interest to the residents.

"(5) An ALR shall post an activities calendar in common areas where residents normally congregate.

"(6) The ALR shall not use the facility for commercial purposes.

"(7) If residents assist in planning a special activity, such as an outing, seasonal festivity, or an excursion, the ALR may count up to three (3) hours toward their requirement."

(4) Section 105(3) is amended as follows:

§ 44-105.03. Dignity.

(a) Section 105(3)(5) is amended to read as follows:

"(5) The right to retain and use personal possessions, including furnishings, and clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents."

(b) Section 105(3)(7) is amended to read as follows:

"(7) The right to share a room with his or her roommate of choice when practicable, when both residents live in the same ALR and both residents consent to the arrangement."

(c) A new section 105(3)(7)(a) is added to read as follows:

"(7a) The right to share a room with his or her spouse when married residents live in the same ALR and both spouses consent to the arrangement."

(d) add a new subsection (13) to read as follows:

"(13) 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.

(5) Section 105 (4) is amended as follows:

§ 44-105.04. Accommodation of needs.

(a) Strike the language in subsection (6) and insert the following language:

"The right to reside and receive services in the ALR with reasonable accommodation of resident needs and preferences except when to do so would endanger the health or safety of the resident or other residents."

(b) Strike subsection (7) in its entirety.

(c) Add a new Section 105(4a) to read as follows:

"Sec. 105(4a). Planning and implementing care.

"(a) The resident has the right to be informed of, and participate in, his or her treatment, including:

"(1) 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.

"(2) The right to participate in the development and implementation of his or her ISP, including but not limited to:

"(A) The right to participate in the planning process, including the right to identify individuals or roles to be included in the planning process, the right to request meetings and the right to request revisions to the ISP.

"(B) The right to participate in establishing the expected goals and outcomes of care, the type, amount, frequency, and duration of care, and any other factors related to the effectiveness of the ISP.

"(C) The right to be informed, in advance, of changes to the ISP, and to approve or reject those changes within thirty (30) days.

"(D) The right to receive the services and/or items included in the ISP.

"(E) The right to review the ISP immediately upon request.

"(F) The right to see the care plan, including the right to sign acceptance or rejection of proposed changes to the ISP.

"(3) The ALR shall inform, orally and in writing, the resident of the right to participate in his or her treatment and shall support the resident in this right. The planning process shall: -

(A) Facilitate the inclusion of the resident and resident representative;

(B) Include an assessment of the resident's strengths and needs; and

(C) Include the resident's emotional, psychosocial, personal and cultural preferences in developing goals of care.

"(4) The right to be informed, in advance, and to approve or reject of the care to be furnished and the type of care giver or professional that will furnish care.

"(5) The right to be informed in advance, by the physician or other practitioner or professional, of the risks and benefits of proposed care, of treatment and treatment alternatives or treatment options and to choose the alternative or option he or she prefers.

"(6) The right to request, refuse or discontinue treatment, to participate in or refuse to participate in experimental research, and to formulate an advance directive.

"(7) The right to self-administer medications if this practice is clinically appropriate and approved by the resident's primary attending physician.

"(8) The right to choose their own pharmacy and where their prescriptions may be filled.

"(9) Nothing in this paragraph should be construed as the right of the resident to receive the provision of medical treatment or medical services deemed medically unnecessary or inappropriate.

"(b)(1) The resident has the right to choose his or her attending physician provided the physician is licensed to practice medicine in the District of Columbia.

"(2) If the physician chosen by the resident refuses to or does not meet requirements specified in this Chapter, the ALR may seek an alternate physician's participation to assure provision of appropriate and adequate care and treatment.

"(3) The ALR shall ensure that each resident remains informed of the name, specialty, and way of contacting the physician and other primary care professionals responsible for his or her care.

"(4) The ALR shall inform the resident if the ALR determines that the physician chosen by the resident is unable or unwilling to meet requirements specified in this Chapter and the ALR seeks an alternate physician's participation to assure provision of appropriate and

adequate care and treatment. The ALR shall discuss the alternative physician's participation with the resident and honor the resident's preferences, if any, among options.

"(5) If the resident subsequently selects another attending physician who meets the requirements specified in this part, the ALR shall honor that choice."

(6) Section 105(5) is amended as follows:

§ 44-105.05. Representation and resolution of grievances and complaints.

(a) Insert a new subsection (a)(1)(A) and (a)(1)(B) to read as follows:

"(a)(1)(A) The resident has the right to voice grievances to the ALA, other agency, or entity that hears grievances without discrimination or retaliation and without fear of discrimination or retaliation. Such grievances include those with respect to care and treatment which has been furnished as well as that which has not been furnished, the behavior of staff and of other residents, and other concerns regarding their ALR stay;

"(a)(1)(B) Prompt efforts by the ALR to resolve grievances the resident may have, including those with respect to the behavior of other residents; and"

(b) Insert a new subsection (a)(3)(A) to read as follows:

"(3)(A) The ALR shall make information on how to file a grievance or complaint available to the resident and resident representative.

"(1) The ALR shall establish a grievance policy to ensure the prompt resolution of all grievances regarding the residents' rights contained in this Chapter. Upon request, the ALR shall give a copy of the grievance policy to the resident. The grievance policy shall include:

"(a) Notifying residents individually and through postings in prominent locations throughout the ALR of the right to file grievances orally (meaning spoken) or in writing; the right to file grievances anonymously; the contact information of the Grievance

Official with whom a grievance can be filed, that is, his or her name, business address (mailing and email) and business phone number; a reasonable expected time frame for completing the review of the grievance; the right to obtain a written decision regarding his or her grievance; and the contact information, to include the telephone number, of independent entities with whom grievances may be filed, that is, the Department of Health, the Long-Term Care Ombudsman program or an advocacy organization;

"(b) Identifying an independent, third-party Grievance Administrator external to the ALR (and any affiliated entities) who is responsible for overseeing the grievance process; receiving and tracking grievances through to their conclusion; leading any necessary investigations by the ALR; maintaining the confidentiality of all information associated with grievances, for example, the identity of the resident for those grievances submitted anonymously; issuing written grievance decisions to the resident; and coordinating with D.C. and federal agencies as necessary in light of specific allegations;

"(c) As necessary, taking immediate action to prevent further potential violations of any resident right while the alleged violation is being investigated;

"(d) Consistent with this chapter, immediately reporting all alleged violations involving neglect, abuse, including injuries of unknown source, and/or misappropriation of resident property, by anyone furnishing services on behalf of the provider, to the administrator of the provider, and as required by D.C. law;

"(e) Ensuring that all written grievance decisions include the date the grievance was received, a summary statement of the resident's grievance, the steps taken to investigate the grievance, a summary of the pertinent findings or conclusions regarding the resident's concern(s), a statement as to whether the grievance was confirmed or not confirmed,

any corrective action taken or to be taken by the ALR as a result of the grievance, and the date the written decision was issued;

"(f) Taking appropriate corrective action in accordance with D.C. law if the alleged violation of the residents' rights is confirmed by the ALR, or if the Department of Health or the Long Term Care Ombudsman confirms a violation of any of these residents' rights within its area of responsibility;

"(g) Maintaining evidence demonstrating the results of all grievances for a period of no less than three (3) years from the issuance of the grievance decision; and

"(h) Filing a copy of the grievance and findings in the resident's record and providing a copy to resident and resident representative."

(c) Insert a new subsection (a)(3)(B) to read as follows:

"(3)(B) Residents or resident representatives shall submit formal grievances in writing to the Grievance Official in the following manner:

"(1) A resident or a resident representative shall inform the Grievance Official that they are filing a grievance under this chapter;

"(2) A resident or resident representative shall provide supporting evidence when filing their formal grievance;

"(3) The grievance may be mailed, emailed, or filed in person with the Grievance Official; and

"(4) A resident or resident representative's formal grievance may request to meet with the person against whom the grievance is directed or with the person who is directly responsible, in the resident's opinion, for the conditions resulting in the grievance."

"(5) A resident or resident representative's formal grievance shall state whether they refuse to meet with the person against whom the grievance is directed or with the person who is directly responsible, in the resident's opinion, for the conditions resulting in the grievance.

"(6) A resident or resident representative's formal grievance shall state whether the resident or resident representative is requesting that the grievance meeting be audio or video recorded.

"(7) ALR staff shall be permitted to cooperate with a resident's or resident representative's complaint and shall be protected from any adverse employment action initiated or implemented by the ALR."

(d) Strike subsection 105(5)(c) in its entirety and insert the following:

"(c) A Grievance Official shall inform, orally and in writing, the resident and resident representative of their right to file a formal grievance.

"(1) A Grievance Official shall post the ALR's formal grievance process in conspicuous locations throughout the facility.

"(2) When a meeting is requested by the resident or resident representative with the person against whom the grievance is directed or with the person who is directly responsible, in the resident's opinion, for the conditions resulting in the grievance, a Grievance Official shall schedule the requested meeting within ten (10) business days of the filing of the formal grievance. If all of the parties consent, the meeting may be audio or video recorded.

"(3) If the resident or resident representative refuses to meet with the person against whom the grievance is directed or with the person who is directly responsible, in the resident's opinion, for the conditions resulting in the grievance, the Grievance Official shall meet

within ten (10) business days of receipt of the formal grievance with the resident or resident representative. If all of the parties consent, the meeting shall be audio or video recorded.

"(4) The Grievance Official shall discuss the grievance and attempt to reach a satisfactory solution for all the parties.

"(5) The Grievance Official shall provide a written summary of the resolution of the grievance which shall be dated, signed by the Grievance Official and contain the following:

(i) a summary of the grievance filed;

(ii) a summary of findings;

(iii) the dates and times of meetings held to resolve the grievance;

(iv) the names and titles of all attendees at meetings held to resolve the grievance;

(v) whether the grievance was substantiated or unfounded; and

(vi) corrective action, if necessary.

"(6) The written summary shall be provided to the resident or the resident representative within ten (10) business days of the meeting.

(e) Add a new subsection 105(5)(d) to read as follows:

"(d) The resident and resident representative shall have the right to file a written response to the Grievance Official's written summary. If a written response is filed, the formal grievance, Grievance Official's written summary, and resident response shall be placed in the Resident's records and made available to the Long Term Care Ombudsman or DOH officials.

(g) Add a new subsection105(5)(e) to read as follows:

"(e) The ALR shall have a written grievance procedure for receiving and responding to resident complaints, and for residents to recommend changes to ALR policies and procedures.

The ALR shall document that the grievance procedure was followed upon receipt of the resident's complaint.

(f) Add a new Section 105(5a) to read as follows:

"Sec. 105(5a). Exercise of rights.

"(a) The resident has the right to exercise his or her rights as a resident of the ALR and as a citizen or resident of the United States.

"(1) The ALR shall ensure that the resident can exercise his or her rights without interference, coercion, discrimination, threats of retaliation, or retaliation from the ALR.

"(2) The resident has the right to be free of interference, coercion, discrimination, threat of retaliation, fear of threat of retaliation, and retaliation from the ALR in exercising his or her rights and to be supported by the ALR in the exercise of his or her rights as required under this chapter.

"(3) In the case of a resident who has not been adjudged incompetent by the state court, the resident has the right to designate a representative, in accordance with State law and any legal surrogate so designated may exercise the resident's rights to the extent provided by state law. The same-sex spouse of a resident shall be afforded treatment equal to that afforded to an opposite-sex spouse if the marriage was valid in the jurisdiction in which it was celebrated.

"(A) The resident representative has the right to exercise the resident's rights to the extent those rights are delegated to the resident representative.

"(B) The resident retains the right to exercise those rights not delegated to a resident representative, including the right to revoke a delegation of rights, except as limited by D.C. law.

"(4) The ALR shall treat the decisions of a resident representative as the decisions of the resident to the extent required by the court or delegated by the resident, in accordance with applicable law.

"(5) The ALR shall not extend to the resident representative the right to make decisions on behalf of the resident beyond the extent required by the court or delegated by the resident in accordance with applicable law.

"(6) If the ALR has reason to believe that a resident representative is making decisions or taking actions that are not in the best interests of a resident, the ALR shall report such concerns in the manner required under D.C. law.

"(7) 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 devolve to and are exercised by the resident representative appointed under State law to act on the resident's behalf. The court-appointed resident representative exercises the resident's rights to the extent judged necessary by a court of competent jurisdiction, in accordance with State law.

"(A) In the case of a resident representative whose decision-making authority is limited by State law or court appointment, the resident retains the right to make those decision outside the representative's authority.

"(B) The resident's wishes and preferences shall be considered in the exercise of rights by the representative.

"(C) To the extent practicable, the resident shall be provided with opportunities to participate in the care planning process.

"(b) Unless a resident is identified as being in danger of elopement, a resident has the right to leave the ALR at any time for any reason if they are physically able to do so."

(7) Section 105(6) is amended by striking the language and inserting the following:

"§ 44–105.06. Privacy and confidentiality.

"(a) A resident has a right to personal privacy and to the confidentiality of his or her resident records.

"(1) Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of Resident Council, Resident and Family Council, and Resident Council, but this does not require the ALR to provide a private room for each resident. The ALR shall not use cameras, monitoring systems, or employees to monitor the actions, movements, communications, or any activities of a resident.

"(2) The ALR shall respect the resident's right to personal privacy, including the right to privacy in his or her oral (that is, spoken), written, and electronic communications, including the right to send and promptly receive unopened mail and other letters, packages and other materials delivered to the ALR for the resident, including those delivered through a means other than a postal service. Employees may not be asked or encouraged to report on resident conversations overheard or movements or meetings of residents.

"(3) The resident has a right to secure and confidential personal and medical records.

"(i) The resident has the right to refuse the release of personal and medical records except as required by federal or state laws.

"(ii) The ALR shall allow representatives of the Office of the Long-Term Care Ombudsman to examine a resident's medical, social, and administrative records in accordance with D.C. law.

"(b) If, for any reason, a resident cannot act for him or herself, their consent shall be given on their behalf by their designated surrogate which consent shall also be uncoerced and informed."

(8) Section 105(7) is amended by striking the language in its entirety and inserting new subsections (a), (b), (c), (d) and (e) to read as follows:

§ 44-107. Full disclosure.

"(a) Upon admission or request, an ALR shall provide a resident or a resident representative with a written copy of the ALR's standard operating procedures, management policies and practices, ALR standards, or any other policy or procedure the ALR follows in the operation of its ALR.

"(b) Upon admission or request, a resident shall have the right to full disclosure in writing of contract terms and billing practices which shall also be included in the Resident Agreement.

"(c)(1) Upon admission or request, the resident has the right to be informed in writing of his or her rights and of all rules and regulations governing resident conduct and responsibilities during his or her stay in the ALR.

"(c)(2) The resident has the right to access resident records pertaining to himself or herself, and to copy, photograph, take screen shots, or otherwise capture the material. The ALR shall provide the resident with access to resident records and medical records pertaining to him or herself, upon an oral or written request, in the form and format requested by the individual, if it is readily producible in such form and format (including in an electronic form or format when such records are maintained electronically); or, if not, in a readable hard copy form or such other form and format as agreed to by the ALR and the individual, within 24 hours (excluding weekends and holidays);

"(c)(3) The ALR shall allow the resident to obtain a copy of the records or any portions thereof (including in an electronic form or format when such records are maintained electronically) upon request and 2 working days advance notice to the ALR. The ALR may impose a reasonable, cost-based fee on the provision of copies, provided that the fee includes only the cost of:

(A) Labor for copying the records requested by the individual, whether in paper or electronic form;

(B) Supplies for creating the paper copy or electronic media if the individual requests that the electronic copy be provided on portable media; and

(C) Postage, when the individual has requested the copy be mailed.

"(d) With the exception of information described in subparagraphs (c)(2), the ALR shall ensure that information is provided to each resident in a form and manner the resident can access and understand, including in an alternative format or in a language that the resident can understand. Summaries that translate information described in paragraph (c)(2) of this section may be made available to the patient at their request and expense in accordance with applicable law.

"(e) The ALR shall notify the resident or the resident representative when a family member or another person directs, instructs or requests the ALR to act, perform, or undertake an action or direction that is inconsistent with the resident's wishes, ISP or Shared Responsibility Agreement.

(9) Section 105(9) is amended as follows:

§ 44-105.09. Abuse, neglect, and exploitation.

(a) Section 105(9)(a) is amended by adding after the period the following: "The resident has the right to be free from abuse, neglect, misappropriation of resident property, and exploitation. This includes but is not limited to freedom from corporal punishment, involuntary seclusion and any physical or chemical restraint not required to treat the resident's medical symptoms.

(b) Section 105(9) is amended by adding a new subsections (d), (e) and (f) to read as follows:

"(d) An ALR shall not discriminate against an individual resident, or resident representative.

"(1) Not use verbal, mental, sexual, or physical abuse, corporal punishment, or involuntary seclusion;

"(2) Ensure that the resident is free from physical or chemical restraints imposed for purposes of discipline or convenience and that are not required to treat the resident's medical symptoms. When the use of restraints is indicated, the facility must use the least restrictive alternative for the least amount of time and document ongoing re-evaluation of the need for restraints, or transfer to another facility.

"(3) Not employ or otherwise engage individuals who:

"(A) Have been found guilty of abuse, neglect, exploitation, misappropriation of property, or mistreatment by a court of law;

"(B) Have had a finding entered into the State nurse aide registry concerning abuse, neglect, exploitation, mistreatment of residents or misappropriation of their property; or

"(C) Have a disciplinary action in effect against his or her professional license by a state licensure body as a result of a finding of abuse, neglect, exploitation, mistreatment of residents or misappropriation of resident property.

"(4) Report to DOH or any licensing authority any knowledge it has of actions by a court of law against an employee, which would indicate unfitness for service as a nurse aide, direct care provider or other facility staff.

"(5) The facility must develop and implement written policies and procedures that:

"(A) Prohibit and prevent abuse, neglect, and exploitation of residents and misappropriation of resident property,

"(B) Establish policies and procedures to investigate any such allegations, and

"(C) Include training to prevent abuse, neglect or exploitation of residents.

"(e) Any ALR employee and contractors who provide direct services to the resident shall report to DOH and MPD any reasonable suspicion of a crime against any individual who is a resident of, or is receiving care from, the ALR.

"(1) An ALR employee shall report immediately, but not later than 2 hours after forming the suspicion, if the events that cause the suspicion result in serious bodily injury, or not later than 24 hours if the events that cause the suspicion do not result in serious bodily injury.

"(f) In response to allegations of abuse, neglect, exploitation, or mistreatment, the facility must:

"(1) Ensure that all alleged violations involving abuse, neglect, exploitation or mistreatment, including injuries of unknown source and misappropriation of resident property,

792 are reported immediately, but not later than 2 hours after the allegation is made, if the events that
793 cause the allegation involve abuse or result in serious bodily injury, or not later than 24 hours if
794 the events that cause the allegation do not involve abuse and do not result in serious bodily
795 injury, to the ALA, DOH and the Long-Term Care Ombudsman.
796 "(2) Have evidence that all alleged violations are thoroughly investigated.
797 "(3) Prevent further potential abuse, neglect, exploitation, or mistreatment while
798 the investigation is in progress.
799 "(4) Report the results of all investigations to the ALA, DOH, and the Long-Term
800 Care Ombudsman within five (5) business days of the incident, and if the alleged violation is
801 verified appropriate corrective action must be taken.
802 (10) Section 105 is amended to add a new Section 105(10) to read as follows:
803 "§ 44-105.10. Mail and Telephone.
804 "(a) The resident shall have the right to privacy in written communications, send and
805 promptly receive mail that is unopened.
806 "(b) The resident shall have the right to access stationery, postage, and writing
807 implements at the resident's own expense."
808 "(c) The resident shall have the right to have reasonable access to the use of a telephone
809 where calls can be made without being overheard.
810 (11) Section 105 is amended to add a new Section 105(11) to read as follows:
811 "§ 44-105.11. Visitation
812 "(a) The ALR shall have written policies and procedures regarding the visitation rights of
813 residents, including those setting forth any clinically necessary or reasonable restriction or
814 limitation, when such limitations may apply consistent with the requirements of this chapter, that

the ALR may need to place on such rights and reasons for the clinical or safety restriction or limitation.

"(b) The ALR shall inform each resident of his or visitation rights and related ALR policy and procedures, including any clinical or safety restrictions or limitation on such rights, consistent with the requirements of this chapter, the reasons for the restriction or limitation, and to whom the restrictions apply, when he or she is informed of his or her other rights under this chapter.

"(c) The ALR shall not restrict, limit or otherwise deny visitation privileges on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability.

"(d) The resident shall have the right and the ALR shall provide immediate access to any resident by the following:

"(1) Any representative of the Department of Health;

"(2) Any representative of the Office of the Long-term Care Ombudsman

"(3) Any representative of the Office on Aging;

"(4) Any representative from the Department on Disability Services;

"(5) Any representative from the Department of Behavioral Health;

"(6) The resident's individual physician;

"(7) Immediate family or other relatives of the resident;

"(8) Other individuals that the resident has consented to visitation;

"(9) Legal counsel employed by the resident.

"(e) The ALR shall provide reasonable access to any residents by any entity or individual that provides health, social, legal, or other services to the resident.

"(f) The resident may deny or withdraw their consent to visitation at any time.

"(g) The ALR shall allow representatives of the Office of the Long-term Care Ombudsman to examine a resident's clinical records with the permission of the resident or the resident's legal representative.

(12) Section 105 is amended to add a new section 105(12) to read as follows:

"§ 44-105.12. Family Council, Resident and Family Council, and Resident Council.

"(a) The resident has the right to organize and participate in Resident and Family Council, or Resident Counci,l in the ALR, and to attend Family Council meetings.

"(b) The ALR shall provide a Family Council, Resident and Family Council, or Resident Council with private space and take reasonable steps, with the approval of the council, to make residents and family members aware of upcoming meetings in a timely manner.

"(c) The ALR shall support and provide a designated ALR staff liaison, approved by the Resident Council or Family Council or Resident and Family Council and the ALR, who is responsible for providing assistance and responding to written requests that result from council meetings.

"(d) The ALR shall consider the views of a Family Council, Resident and Family Council, or Family Council and act promptly upon the grievances and recommendations of such council concerning issues of residents' care and life in the ALR. The ALR shall be able to demonstrate their response and the rationale for such response.

"(e) The ALR is not obligated to implement as recommended every request of the Family Council, Resident and Family Council, or Resident Council.

"(f) The ALR shall provide the Family Council, Resident and Family Council or Resident Council with a private space for meetings in the ALR facility and must support and encourage fully residents attending council meetings. The ALR shall make this private space

available at the date and time requested by the Family Council, Resident and Family Council, or Resident Council if the date and time was provided to the ALR and the designated ALR staff liaison thirty (30) days in advance of the requested date and time.

"(g) The ALR shall post notices of the Family Council, Resident and Family Council or Resident Council meetings prominently throughout the facility to notify residents of upcoming meetings. The ALR shall also publish the date, location, and time of Family Council, Resident and Family Council, or Resident Council meetings in all written and electronic communications sent to residents.

"(h) The ALR shall not schedule other activities at the same time as Family Council, Resident and Family Council, or Resident Council meetings.

"(i) ALR staff liaisons shall provide substantive written responses within fifteen (15) days to requests or questions submitted by the Family Council, Resident and Family Council, or Resident Council.

"(j) Family Council, Resident and Family Council, or Resident Council meetings are closed to ALR staff, visitors, or guests. A Family Council, Resident and Family Council, or Resident Council may invite ALR staff, visitors or guests to attend meetings. If ALR staff is invited to attend other than the ALR staff liaison, the ALR shall be provided twenty (20) days' notice, and attend at the scheduled date and time."

(13) A new Subchapter Va. is inserted to read as follows:

"Subchapter Va. Department of Health Investigations of Complaints.

"§ 44-105a. DOH Investigations.

"(1) If an ALR receives a complaint of abuse, neglect, exploitation, the ALR shall immediately file a written report with the Department of Health within seven (7) days of

receiving the report of alleged abuse, neglect or exploitation. A statement by a resident or a resident representative that abuse, neglect or exploitation has occurred shall be presumed to be true by the ALR.

"(2) The ALR, upon receiving a complaint of abuse, neglect, exploitation, shall send a final written report of the investigation of the allegation to DOH within ten (10) days after filing its written report.

"(3) DOH shall acknowledge in writing complaints from residents and conclude investigations within thirty (30) days.

"(4) DOH shall investigate complaints of abuse, neglect, or exploitation when the alleged incident occurs in the ALR, when the ALR is responsible for the supervision of the resident at the time the incident occurs, or when the alleged perpetrator is affiliated with the ALR.

"(5) When investigating a complaint of abuse, neglect or exploitation, DOH shall visit the ALR and consult with persons thought to have knowledge of the incident. If the ALR fails to admit DOH staff for a complaint investigation, DOH may seek an order from the Superior Court of the District of Columbia.

"(6) An ALR is mandated to report every instance of abuse, neglect or exploitation to the Department of Health, Metropolitan Police Department, Long Term Care Ombudsman, and Office of the Attorney General.

"(7) If the ALR or DOH concludes that a resident has been abused, neglected or exploited by a guardian, the findings of the investigation shall be submitted by DOH with the probate court overseeing the guardianship.

"(8) All reports, records, and working papers used or developed by DOH related to an investigation of abuse, neglect or exploitation are confidential.

"(9) Completed written investigations with findings shall be available to the public and posted on the website following de-identification.

"(10) DOH shall notify the complainant and the ALR of the findings and results of DOH's investigation.

"(11) Any person who reports or participates in an investigation of suspected abuse, neglect or exploitation in good faith will be immune from civil or criminal liability. This immunity shall extend to any liability that may arise from participating in court proceedings.

"(12) ALR staff that have cause to believe that the physical or mental health and welfare of a resident has been or may be adversely affected by abuse, neglect or exploitation or that the resident has died to due to abuse or neglect, shall report abuse, neglect or exploitation to DOH. Staff shall provide the name, age and address of the resident; name and address of the person responsible for the care of the resident, if available; nature and extent of the elderly or disabled person's condition; basis of the complainant's knowledge and any other relevant information.

"(13) An ALR shall not take an adverse action against ALR staff who report abuse, neglect or exploitation.

"(14) If an ALR or ALR staff, another resident, or a family member of a resident file a written complaint against another resident, resident representative, or resident family member with DOH or the Long-Term Care Ombudsman, or copy DOH or the Long Term Care Ombudsman on such a complaint, inclusive of letters between lawyers, DOH or the Long-Term Care Ombudsman shall inform the resident and resident representative within twenty (20) days and allow the resident and resident representative to file a written response. The ALR shall inform the resident whether the complaint was filed by the ALR, ALR staff, another resident, or a family member of the resident."

Sec. 7. Admissions; Residential Agreements; Quality of Care; Discharge; Transfer.

§ 44-106 is amended as follows:

(1) Section 106(1) is amended by adding a new subsection (h) to read as follows:

"(h) An ALR may not require residents or prospective residents to waive their rights under this chapter.

(2) Section 106(1) is amended by adding a new subsection (b-1) to read as follows:

"(b-1) Prior to and upon admission, an ALR shall conduct an assessment of whether a resident is at risk for elopement. If a resident is identified as being a risk for elopement, the ALR shall disclose in writing to the resident and resident representative its policies and procedures on monitoring such residents and protecting against the resident's elopement."

"(A) All residents assessed at risk for elopement or with any history of elopement shall be identified so staff can be alerted to their needs for support and supervision.

"(B) As part of its resident elopement response policies and procedures, the ALR shall make, at a minimum, a daily effort to determine that at risk residents have identification on their persons that includes their name and the ALR's name, address, and telephone number. Staff attention shall be directed towards residents assessed at high risk for elopement, with special attention given to those with Alzheimer's disease or related disorders assessed at high risk.

"(C) At a minimum, the ALR shall have a photo identification of at risk residents on file that is accessible to all ALR staff and law enforcement as necessary. The ALR's file shall contain the resident's photo identification within ten (10) days of admission or within ten (10) days of being assessed at risk for elopement subsequent to admission. The photo identification may be provided by the ALR, the resident, or the resident's representative.

"(D) The ALR shall develop detailed written policies and procedures for responding to a resident elopement. At a minimum, the policies and procedures shall provide for:

"(1) An immediate search of the ALR and premises;

"(2) The identification of staff responsible for implementing each part of the elopement response policies and procedures, including specific duties and responsibilities;

"(3) The identification of staff responsible for contacting law enforcement, the resident's family, guardian, health care surrogate, and case manager if the resident is not located; and

"(4) The continued care of all residents within the ALR in the event of an elopement.

"(E) The ALR shall conduct and document resident elopement drills on an annual basis."

(3) Section 106(2) is amended as follows by adding a new subsection (b), (c), (d) and (e) to read as follows:

"(b) All resident agreements shall comply and be in conformance with the laws of the District of Columbia and United States and a copy of the fully executed Resident Agreement along with any relevant attachments, documents or exhibits shall be provided upon execution to the resident and resident's representative.

"(c) No resident agreements shall contain a pre-dispute agreement for binding arbitration provision or require a resident or a resident representative to sign a separate binding arbitration agreement as a condition for admission to the ALR.

"(d) The resident agreement shall:

"(1) Be entered into by the resident voluntarily;

"(2) Provide for civil jury trial;

"(3) Inform the resident that they have the right to refuse any services or treatment including physical therapy, occupational therapy, speech therapy, mental health assessment, mental health therapy or counseling, or any other assistance offered by the ALR. The resident agreement shall provide the fees associated with any of the services or treatment including medication administration, physical therapy, occupational therapy, speech therapy, mental health assessment, mental health therapy or counseling, or any other assistance offered by the ALR, and identify whether the resident is responsible for paying for the services. If any services are provided as part of a categorized level of care, the resident agreement and the individual service plan shall state exactly which services are provided for each categorized level of care and each service's cost.

"(4) Provide for selection of a venue convenient to both parties;

"(5) Be signed by the resident or resident representative to be deemed a valid resident agreement.

"(6) Can only be amended in writing and shall be signed by the resident or resident representative.

"(7) An ALR is prohibited from using a resident agreement to designate a resident representative. An ALR shall maintain a copy of each resident's written designation of resident representative in the resident's file."

(4) Section 106(3) is amended as follows:

(a) Section 106(3)(a) is amended by adding after the word "provisions" the following language: "and a statement that the resident has the right to know in advance what charges the ALR may impose against a resident's personal funds".

(b) Subsection 106(3)(a)(1)(A) is amended by striking the language and inserting the following language "The handling of the finances of the resident and stating that the resident has a right to manage his or her financial affairs;"

(c) Subsection 106(3)(a)(3) is amended by adding a new subparagraph (D) to read as follows:

"(D) The following items and services may be charged to a resident's personal fund:

"(i) Telephone, including cellular phones;

"(ii) Television, radio, personal computer or other electronic device for personal use;

"(iii) Personal comfort items and services such as cosmetics and grooming items and services;

"(iv) Personal clothing;

"(v) Personal reading materials;

"(vi) Gifts purchased on behalf of residents;

"(vii) Flowers and plants;

"(viii) Non-covered special care services such as privately hired nurses or aides;

"(ix) Private room, except when therapeutically required; and

"(x) Cost to participate in social events and entertainment outside the scope of activities program."

(d) Section 106(3) is amended by adding new subsections (c), (d), (e), (f), (g), (h), (i) and (j) to read as follows:

"(c) The ALR cannot require a resident to deposit their personal funds with the ALR. If the resident chooses to deposit personal funds with the ALR, upon written authorization of resident, the ALR shall act as a fiduciary of the resident's funds and hold, safeguard, manage, and account for the personal funds of the resident deposited with the ALR."

"(d) An ALR shall deposit a resident's personal funds in excess of $100.00 in an interest-bearing account that is separate from any of the facilities operating accounts, and that credits of all interest earned on resident's funds to that account. The ALR shall maintain a resident's personal funds that do not exceed $100.00 in a noninterest bearing account, interest bearing account, or petty cash fund."

"(e) The ALR shall 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 ALR on the resident's behalf.

"(f) An ALR is prohibited from commingling a resident's fund with the ALR's funds or with the funds of any person other than another resident."

"(g) The resident's financial record shall be available to the resident through quarterly statements and upon request of the resident or the resident representative."

"(h) Upon the discharge, eviction, or death of a resident with a personal fund deposited with the ALR, the ALR shall convey within thirty (30) days the resident's funds, and a final accounting of those funds, to the resident, or in the case of death, the individual or probate jurisdiction administering the resident's estate in accordance with the laws of the District of Columbia."

"(i) The ALR shall purchase a surety bond to assure the security of all personal funds or residents deposited with the ALR."

"(j) The ALR shall not impose a charge against the personal funds of a resident for any item or services for which payment is made under Medicaid or Medicare. The ALR may charge the resident for requested services that are more expensive than or in excess of covered services."

(5) Section 106(4) is amended by striking the language in its entirety and inserting the following:

"§ 44-106.04. Assessments and Individualized Service Plan

"(a) The ALR shall conduct a pre-admission assessment prior to approval of an application for residency at the ALR. The applicant will be provided with the assessment form to complete in advance of a meeting between the ALR medical staff and the prospective resident.

"(b) An ALR shall develop and implement a baseline care plan for a resident within forty-eight (48) hours of the resident's admission. The baseline care plan shall establish initial goals for the resident, physician and dietary orders, mental health needs and any necessary therapy or social services. A copy of the baseline care plan shall be provided to the resident and resident representative and placed in the resident's record."

"(c) An ALR shall conduct and complete a post move-in assessment of the resident within ten (10) days of a resident's admission and any time a significant change in the resident's condition occurs. An assessment must include observing and speaking with the resident, the resident's needs, strengths, goals, life history and preferences as well as speaking with all direct care staff to the resident from all shifts. Prior to the assessment, the resident shall be provided with a copy of the assessment form. Upon completion of the assessment, the resident shall be provided with a copy of the completed assessment form.

"(d) The ALR shall develop and implement an Individual Service Plan for each resident within twenty (20) days of the post move-in assessment, and the ISP shall be reviewed at least every six months thereafter.

"(e) Individual Service Plans shall be prepared, in conjunction with the resident, by a care plan team that must include a registered nurse with responsibility for the resident.

"(f) To the extent practicable, the resident shall be provided with opportunities to participate in the care planning process, his or her treatment, and know the status of their medical condition.

"(g) The resident shall have the right to approve their ISP and it shall not be valid without the resident's approval and signature.

"(h) The resident shall have the right to participate in the development and implementation of his or her ISP including:

"(1) The right to participate in the planning process and identify individuals or roles, to be included in the planning process;

"(2) The right to request meetings and request revisions to the ISP;

"(3) The right to participate in establishing the expected goals and outcomes of care, the type, amount, frequency, and duration of care, and any other factors related to the effectiveness of the ISP;

"(4) The right to be informed, in advance, of changes to the ISP and to approve or reject those changes within thirty (30) days;

"(5) The right to receive the services or items included in the ISP;

"(6) The right to review the ISP immediately upon request;

"(7) The right to prohibit anyone other than the ALA, medical staff or anyone approved by the resident from participating on their Individual Service Plan team; and

"(8) The right to include in the resident's record any information, documents, email, notes, memos, documents, and other materials that the resident believes are relevant to their emotional, medical, psychosocial or therapeutic care and treatment.

"(i) The ALR shall inform the resident in writing of the right to participate in his or her treatment and shall support the resident in exercising this right.

"(j) The ISP shall include:

"(1) An assessment of the resident's strengths and needs;

"(2) The resident's personal and cultural preferences in developing goals of care;

"(3) The resident's emotional needs and preferences;

"(4) The right to be informed;

"(5) The services to be furnished, the type of care giver or professional that will furnish services, the frequency and schedule of services to be provided, and the cost of the services;

"(6) The right to be informed in advance by the physician, other health practitioner, professional, of the risks and benefits of the proposed care, of treatment and treatment alternatives or treatment options, and to choose the alternative or option he or she prefers.

"(7) An ALR is prohibited from implementing an Individual Service Plan without a resident's signature and the signature of the personal physician. An ISP shall not be placed in the resident's file until executed by both the ALR and the resident."

"(8) The ISP shall include shared responsibility agreement when necessary.

"(9) The ISP shall be updated more frequently if there is a significant change in the resident's condition.

"(k) The resident shall have the right to refuse or discontinue treatment, and to participate in or refuse to participate in experimental research.

"(l) The resident shall have the right to formulate and execute an advance directive.

"(m) If there is a disagreement between the resident and resident representative about the content of the Individual Service Plan, the ALR staff shall immediately and directly communicate the content of the Individual Service Plan to the resident and resident representative. ALR staff must follow the direction of the resident regarding the resident's care unless the resident has been declared incompetent by a court of law."

(6) Section 106(6) is amended as follows:

§ 44-106.06. Resident records.

(a) Section 106(6) is amended by inserting a new subsection (a) with subparagraphs (7), (8), (9), and (10) to read as follows:

"(7) Any note and comments added to the record by resident or resident representative;

"(8) Any allegation and finding of abuse, neglect or exploitation;

"(9) A copy of any grievance filed by the resident or the resident representative and a copy of the ALR's response;

"(10) Any medication errors; and

"(11) Any adverse events, falls or injuries experienced by the resident."

(b) Section 106(6) by inserting new subsections (b), (c), (d), (e), (f), (g), (h), (i) and (j) to read as follows:

"(b) An ALR shall provide access to a resident and resident representative to the resident's resident record including the resident's protected health information. The ALR shall allow the resident to inspect, obtain a copy, or both, of the resident records including the resident's protected health information, as well as to direct the ALR to transmit a copy of the protected health information to a designated person or entity of the resident's or resident representative's choice.

"(1) The resident and resident representative shall have the same right to inspect, obtain a copy, or both, of the protected health information as well as to direct the ALR to transmit a copy of the protected health information to a designated person or entity of the resident's or resident representative's choice if the protected health information is maintained by a business associate on behalf of the ALR regardless of the date the information was created, whether the protected health information is maintained in paper or electronic systems onsite, remotely or is archived.

"(2) A resident and resident representative shall not have the right to access psychotherapy notes.

"(3) If a resident or resident representative directs the ALR to transmit protected health information to another person or entity designated by the resident or resident representative, the request must be in writing, signed by the resident or resident representative, and clearly identify the designated person and where to send the protected health information. An ALR may accept an electronic copy of a signed request as well as an electronically executed request that includes an electronic signature.

"(c) An ALR may require the resident or a resident representative to request in writing access to protected health information and shall inform the resident or resident

representative of this requirement. An ALR is prohibited from imposing unreasonable measures or unreasonable delay on a resident or resident representative to request access protected health information. An ALR shall not be allowed to charge the resident or resident representative for copies of or access to protected health information.

"(d) An ALR shall take reasonable steps to verify the identity of the resident or resident representative requesting access to protected health information. Verification may be done orally or in writing. If an ALR provides access to protected health information through a web portal, the ALR shall ensure the web portal has appropriate authentication controls.

"(e) The ALR shall provide a totally private space for a resident or resident representative to review hard copies and electronic forms of the protected health information. An ALR is permitted to provide computer terminal access with assistance for immediate viewing of protected health information maintained in electronic form. If computer terminal access is provided and assistance is not requested, the ALR shall provide a totally private space for the resident or resident representative to review their protected health information.

"(f) The resident or resident representative may make copies of their protected health information.

"(g) An ALR shall create a system to track and identify individuals or entities that access any information contained in a resident's record. The system shall also track the reason the information was accessed. The tracking system shall record the name and signature of the individual accessing the resident's record, date, time, and reason for access. The resident shall be permitted to review who accessed their record and the reason for the access immediately upon request.

"(h) An ALR shall grant immediate access to a resident or resident representative to protected health information. If staff assistance is requested for electronic access, the ALR shall make staff available within two hours of the request.

"(i) An ALR shall provide the resident or the resident representative with access to protected health information in the form and format requested by the resident or resident representative, if readily producible in that form and format. If the information is not readily producible, in the requested form and format, the ALR shall provide a readable hard copy form or other form and format as agreed to by the ALR and the resident or resident representative.

"(j) An ALR shall provide copies to the resident or resident representative of the requested protected health information within two (2) business days from receiving the request. If the ALR is unable to provide the copies within two (2) business days, the ALR may extend the time by no more than five (5) days. If the ALR extends the time, the ALR must inform the resident or resident representative in writing of the reason for the delay and the date by which the ALR will provide access and copies of the request protected health information. The ALR shall only be allowed one extension per request.

(7) Section 106(8) is amended as follows:

§ 44-106.08. Discharge and transfer.

(a) Section 106(8)(c) is amended by striking the language and inserting the following:

"(c)(1) The ALR shall permit each resident to remain in the ALR, and not transfer or discharge the resident from the ALR, unless:

"(A) The safety of individuals in the ALR is endangered due to the clinical or behavioral status of the resident;

"(B) The health of individuals in the ALR would otherwise be endangered;

"(C) The resident has failed, after reasonable and appropriate notice, to pay for (or to have paid by a third-party) a stay at the ALR. Non-payment applies if the resident does not submit the necessary paperwork for third party payment or after the third party, denies the claim and the resident refuses to pay for his or her stay. For a resident who becomes eligible for Medicaid after admission to a ALR, the ALR may charge a resident only allowable charges under Medicaid;

"(D) The transfer back to the ALR is not approved by the resident's primary care physician or a physician the resident chooses; or

"(E) The ALR ceases to operate.

"(2) The resident has an absolute right to reside in and have access to one's living unit at all times.

"(A) Any effort to immediately or suddenly, and without proper notice as required by this chapter to block, delay or restrict in any manner a resident from accessing their living unit shall constitute an unlawful involuntary discharge and subject the facility to fines, penalties and reimbursement of any out of pocket expenses (medical and otherwise) incurred by the resident as a result of the unlawful discharge attempt.

"(B) The ALR shall comply with the procedures in this chapter if the ALR wants to restrict the resident's or resident representative's access in any way, following a hospitalization or otherwise, unless there is an immediate and dire medical need to be addressed, such as the need for quarantine for purposes of contagion. A personal or attending physician's assessment and clearance shall be sufficient, and may not be overridden by the ALR or the ALR's medical director. If an attending hospital's physician's assessment is contrary to the resident's wishes, a second opinion from the resident's personal physician or another physician

selected by the resident or resident representative may be requested by the resident or resident representative, and shall be abided by.

"(C) The Long-term Care Ombudsman shall have twenty-four (24) hour and seven (7) day access to ALR staff or contractors to act as advocates in transfer and discharge cases. The ALR shall immediately inform the resident and resident representative of their right to contact the long-term care ombudsman and provide the resident and resident representative, in writing, the contact information for the long-term care ombudsman.

"(D) A refusal to pay a contested portion of a bill shall not constitute grounds for involuntary transfer or discharge.

"(3) The ALR may not transfer or discharge the resident when a resident exercises his or her right to appeal a transfer or discharge notice from the ALR pursuant to this chapter, unless the Long Term Care Ombudsman and resident's personal physician agree that failure to discharge or transfer would endanger the health or safety of the resident, or the Long Term Care Ombudsman and ALR Medical Director and DOH agree that failure would endanger other individuals in the ALR. The ALR shall document the danger that failure to transfer or discharge would pose for presentation to the Ombudsman, physicians, DOH, the resident or the resident representative.

"(4) When the ALR transfers or discharges a resident under any of the circumstances specified in paragraphs (c)(1)(A) through (E) of this section, the ALR shall ensure that the transfer or discharge is documented in the resident's medical record and appropriate information is communicated to the receiving health care institution or provider.

"(A) Documentation in the resident's medical record shall include:

"(i) The basis for the transfer.

"(ii) In the case of paragraph (c)(1)(A) of this section, the specific resident need(s) that cannot be met, ALR attempts to meet the resident needs, and the service available at the receiving ALR to meet the need(s).

"(B) The documentation required by paragraph (c)(4)(A)(ii) of this section shall be made by the resident's physician or choice of physician when transfer or discharge is necessary under paragraph (c)(1)(A) or (B) of this section.

"(C) Information provided to the receiving provider shall include a minimum of the following:

"(i) Contact information of the practitioner responsible for the care of the resident;

"(ii) Resident representative information including contact information;

"(iii) Advance Directive information;

"(iv) All special instructions or precautions for ongoing care, as appropriate;

"(v) Comprehensive care plan goals; and

"(vi) All other necessary information, including a copy of the resident's discharge summary and any other documentation, as applicable, to ensure a safe and effective transition of care.

"(5) Notice before transfer. Before an ALR transfers or discharges a resident, the ALR shall:

"(A) Notify the resident and the resident's representative(s) of the transfer or discharge and the reasons for the move in writing and in a language and manner they understand. The ALR shall immediately send a copy of the notice to a representative of the Office of the Long-Term Care Ombudsman.

"(B) Record the reasons for the transfer or discharge in the resident's medical record in accordance with paragraph (c)(4)(A) of this section; and

"(C) Time the notice as follows:

"(i) The notice of transfer or discharge required under this section shall be made by the ALR at least 30 days before the resident is transferred or discharged.

"(ii) Notice shall be made as soon as practicable before transfer or discharge when:

"(aa) The safety of individuals in the ALR would be endangered under paragraph (c)(1)(A) of this section;

"(bb) The health of individuals in the ALR would be endangered, under paragraph (c)(1)(B)(D) of this section;

"(cc) An immediate transfer or discharge is required by the resident's urgent medical needs, under paragraph (b) of this section; or

"(dd) A resident has not resided in the ALR for thirty (30) days.

"(5) Contents of the notice. The written notice specified in paragraph (5)(c) of this section shall 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 which may not be a hospital;

" "(iv) A statement of the resident's appeal rights, including the name, address (mailing and email), and telephone number of the entity which receives such requests; and information on

how to obtain an appeal form and assistance in completing the form and submitting the appeal request;

"(v) The name, address (mailing and email) and telephone number of the Office of the Long-Term Care Ombudsman;

"(6) Changes to the notice. If the information in the notice changes prior to effecting the transfer or discharge, the ALR shall update the recipients of the notice as soon as practicable once the updated information becomes available.

"(7) Orientation for transfer or discharge. An ALR shall provide and document sufficient preparation and orientation to residents to ensure safe and orderly transfer or discharge from the ALR. This orientation shall be provided in a form and manner that the resident can understand.

"(8) Notice in advance of ALR closure. In the case of ALR closure, the individual who is the administrator of the ALR shall provide written notification prior to the impending closure to the Department of Health, the Office of the Long-Term Care Ombudsman, residents of the ALR, and the resident representatives, as well as the plan for the transfer and adequate relocation of the residents.

"(9) Room changes in a composite distinct part. Room changes in a ALR that is a composite distinct part shall 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 location."

(b) Section 106(8)(d) is amended by adding a new subparagraph (1) to read as follows:

"(1) In the event of an involuntary discharge, a resident shall have the right to remain at the ALR until a final discharge determination is made pursuant to the process established in subchapter III of Chapter 10 of this title."

(c) Section 106(8) is amended by inserting a new subsection (g) to read as follows:

"(g) An ALR may not transfer a resident to hospital unless there is a sudden, unexpected and life-threatening medical emergency.

Sec. 8. Staffing and Training.

§ 44-107 is amended as follows:

(1) Section 107(1)(a) is amended by striking the language in its entirety and inserting the following:

"(1) An ALR shall conduct a disciplinary background check of an ALA prior to an offer of employment.

"(2) An ALR shall be supervised by an on-site full-time ALA who shall be responsible for all personnel, on-site training of staff, and services within the ALR. The ALA's name and contact information shall be posted in a prominent location at the entrance of the facility.

"(3) If an ALA is unable to be on-site full-time, an acting ALA shall be designated and shall have and exercise the same supervisory authority while on duty. The ALA designee's name and contact information shall be posted in a prominent location at the entrance of the facility whenever they are on duty.

"(4) An ALR shall have an ALA or acting ALA on-site after business hours and on weekends.

"(5) An ALR shall notify DOH when any licensed health professional in its employ is terminated or resigns.

(2) Section 107(c)(3) is amended by adding a new subsection (3a) and (3b) to read as follows:

"(3)(a)(A) An ALA shall complete assisted living core training and pass competency test with a score of seventy-five (75) percent or greater within ninety (90) days of becoming an ALA at an ALR.

"(B) An ALA shall complete annually twelve (12) hours of continuing education in topics related to assisted living. Inclusive of three (3) hours related to the ALR laws and regulations in D.C.

"(3)(b)(A) An ALA who has completed the assisted living core training and continuing education requirements shall not be required to retake core training if they are hired at different ALR. If the ALA has failed to maintain annually twelve (12) hours of continuing education requirements, the ALA shall be required to comply with subsection (3a) of section within ninety (90) days of employment.

"(B) The competency test fee shall not exceed $200.00. The payment for the competency test shall be remitted to the entity administering the test. The fee may be charged each time the test is taken.

(3) Section 107(1)(d)(1)(B) is amended by inserting subparagraph (1), (2) (3) and (4) to read as follows:

"(1) The ALR shall have a registered nurse on-site twenty-four hours a day seven days a week. The on-duty registered nurse's name and contact information must be posted in a prominent location at the entrance of the facility.

"(2) The ALR shall maintain consistent staff to resident ratios for nurses, care managers, and direct care staff for all employee work shifts.

"(3) In an ALR with the capacity to house more than sixty (60) residents, the ALR shall employ an independent licensed clinical social worker for a minimum of twenty hours a week. The social worker shall attend to the emotional and psychosocial needs of residents by meeting with residents individually or in group settings. The ALR shall not assign the social worker any administrative duties.

"(4) In an ALR with the capacity to house more than one hundred and twenty (120) residents, the ALR shall employ an independent licensed clinical social worker for a minimum of forty hours a week. The social worker shall attend to the emotional and psychosocial needs of residents by meeting with residents individually or in group settings. The ALR shall not assign the social worker any administrative duties.

(4) Section 107(1)(d) is amended by adding new subparagraphs (14), (15), (16), and (17) to read as follows:

"(14) Assure at least one staff member is present physically at all times at the ALR who has access to all areas of the facility and resident records;

"(15) Assure at least one staff member is awake at all hours of the day and night; and

"(16) Assure that a written work schedule that reflects the ALR's twenty-four (24) hour staffing pattern is provided to residents and resident representatives.

"(17) An ALR shall conduct a disciplinary background check of all employees prior to an offer of employment."

(5) Section 107(1)(g)(3) is amended by inserting the following before the semi-colon: "to include elopement response policies and procedures within thirty (30) days of employment."

(6) Section 107(1)(g)(5) is amended by adding subparagraphs (A), (B) and (C) to read as follows:

"(A) A minimum of one (1) hour in-service training in infection control inclusive of universal precautions and facility sanitation policies, and two (2) hours to include in-service training in fall prevention, dementia, and Alzheimer's within forty-five (45) days of employment.

"(B) A minimum of one (1) hour of in service training on reporting major incidents, adverse incidents, and facility emergency procedures to include chain of command and staff roles during an emergency event within forty-five (45) days of employment.

"(C) ALR staff who have not completed assisted living core training shall complete two (2) hours of in-service training within forty-five (45) days of employment on the following topics:

"(1) Resident rights; and

"(2) Procedures for detecting and reporting suspected abuse, neglect, or exploitation;

(7) Section 107(1) is amended by adding a new subsection (j), (k) and (l) to read as follows:

"(j) All ALR staff that provide direct care to residents, other than nurses, CNAs, or home health care aides, shall receive three (3) hours of in-service training in resident behavior and needs and providing assistance with the activities of daily living within forty-five (45) days of employment.

"(k) All ALRs shall maintain the following minimum staff ratios:

Number of Resident	Staff Hours per Day

5	24
15	58
25	98
35	136
45	175
55	214
65	253
75	292
85	331
95	370

For ALR facilities that have more than ninety-five residents, the ALR shall add an additional eighty (80) hours for each additional twenty (20) residents above ninety-five.

"(l) If an ALR fails to maintain the staffing minimum as required by this section, DOH shall require the ALR to submit a corrective action plan that states how the ALR will immediately increase its staff to resident ratio. If the ALR demonstrates that resident needs are being met or can be met without increased staffing, the ALR may modify the staffing ratios.

(8) Section 107(2) is amended as follows:

(1) Section 107(2)(a) is amended by inserting after the first sentence the following language: "All staff shall be properly trained and able to demonstrate proficiency in the skills required to effectively meet the requirements of this chapter. The ALR shall maintain a twenty-six (26) hour core training requirement for all staff which includes passing a core competency proficiency examination with a minimum score of seventy-five (75) percent."

(9) Section 107(2)(4)(L) is amended by adding the following after the period: "All staff designated to handle, prepare and serve food to residents shall be required annually to complete a minimum of two (2) hours of food preparation, food handling, food service and sanitization, and other topics related to nutrition within forty-five (45) days of employment. An ALR is permitted to allow a certified food manager, licensed dietician, registered dietary technician, or DOH sanitarians to conduct and certify completed training to satisfy the requirements of this chapter."

(10) Section 107(2)(a)(4) is amended by adding new subsection (4a) to read as follows:

"(a) All ALR staff shall complete one education and training course on HIV and AIDS and provide a copy of their certificate of completion to the ALR within 45 days of the start of their employment.

"(b) All ALR staff shall complete and provide a copy of their certificate of completion of a CPR course administered by an accredited college or university, vocational school, licensed hospital, the American Red Cross, American Heart Association, National Safety Council or a by a provider approved for such training by the DOH.

"(c)(1) If an ALR represents that it provides specialized care for Alzheimer's disease and related disorders (ADRD), the ALR shall ensure that all ALR staff who have direct contact with residents, have completed within ninety days (90) of employment four (4) hours of training in the following:

"(A) Understanding ADRD;

"(B) Characteristics of ADRD;

"(C) Communicating with individuals who have ADRD;

"(D) Family challenges associated with ADRD;

"(E) Ethical issues associated with ADRD;

"(F) Appropriate environments for individuals who have ADRD; and

"(2) completed within nine (9) months of employment four (4) additional hours of training in the following:

"(A) Behavior management for individuals who have ADRD;

"(B) Assistances with ADLs;

"(C) Appropriate activities for individuals who have ADRD

"(D) Stress Management for caregivers of individuals who have ADRD; and

"(E) Medical treatment of individuals who have ADRD.

"(d) ALR staff with direct contact with residents who have ADRD are required to annually complete four (4) of continuing education on ADRD. ALR staff may count continuing education training under this section toward the twelve hours of continuing education mandated under this chapter.

"(e) The ALR shall provide to ALR staff who have minimal or no direct contact with residents general written information about ADRD and how to interact with individuals who have ADRD.

"(f) All ALR staff shall complete one hour of in-service training on the ALR's policy Do Not Resuscitate Orders within forty-five (45) days of employment.

"(g)(1) When an ALR is a mental health facility, all ALR staff shall complete within six (6) months of employment the following training:

"(A) A minimum of six hours of specialized training in working with individuals with mental health diagnosis; and

"(B) A minimum of 3 hours of continuing education in mental health diagnoses, mental health counseling and treatment, mental health crisis interventions and involuntary commitments.

"(2) Mental health training courses pursuant to this section may be provided or approved by the Department of Behavioral Health.

"(3) Training completed by pursuant to this section shall be eligible for six (6) hours of the required credited twelve hours of continuing education required by this section. An ALA may only receive three (3) hours of eligible credit toward the twelve hours of continuing education required by this section.

(11) Section 107(2)(c) is amended by striking the phrase "in-service training" and inserting the following phrase "continuing education".

(12) Section 107(2)(c)(3) is amended by striking the word "Four" and inserting the word "Eight" and striking the phrase "creditable expert" and inserting the phrase "nationally recognized organization"

(13) Section 107(2)(a)(4) is amended by adding a new subparagraph (N) to read as follows:

"(N) Fire safety to include Evacuation and Emergency Management training.

(14) Section 107(2) is amended to add subsection (e), (f) and (g) to read as follows:

"(e) An ALR shall maintain copies of certificates and certificates of completion for all staff in the employee's personnel file. For all training completed by an employee, the ALR shall also document in the employee's file the following information:

"(1) Name of the program;

"(2) Type of program;

"(3) Program agenda;

"(4) Number of hours of the training program;

"(5) Employee's name, dates of participation, and training location; and

"(6) Trainer's name, credentials, professional license (if applicable).

"(f) Upon successful completion of training pursuant of this chapter, the training provider shall issue a certificate of completion to the trainee.

"(g) The ALR shall provide DOH with a copy of all of its employees' training records for review and inspection upon request. DOH is permitted to observe in-service training at the ALR.

(15) Section 107 is amended to add a new section 107(3) to read as follows:

"§ 44-107.03 Staff Documentation.

"(a) Within thirty (30) days of employment, ALR staff must submit a written statement from a healthcare provider that the staff member does not have any signs or symptoms of a communicable diseases. The written statement shall not be more than one hundred and twenty (120) days from the date of hire.

Sec. 9. Medication Management.

§ 44-109 is amended as follows:

(1) Section 109(1)(3) is amended by striking the language in its entirety and inserting the following:

"(3) Requires that medication be administered by a TME, licensed nurse, physician, or physician's assistant."

(2) Section 109(1) is amended by inserting a new subsection (4), (5), (6), (7), (8), (9) and (10) to read as follows:

"(4) An ALR may administer medications to a resident, if:

"(a) a resident chooses to have their medication administered by a TME, licensed nurse, physician, or physician's assistant;

"(b) the ALR discloses, orally and in writing, any fees associated with medical administration, and the resident signs a form acknowledging disclosure of the ALR's fees and medication administration policy;

"(c) the initial assessment and the resident's primary care physician find that the resident is not capable of self-administration; and

"(d) The ALR staff administering the medication shall be available to administer medications in accordance with the resident's health care provider's order or prescription label.

"(e) If there is a disagreement about the resident's ability to self-administer medication between the primary care physician, resident, and the ALR's licensed medical staff, a shared responsibility agreement may be implemented after consultation with the Long Term Care Ombudsman or DOH.

"(f) A resident shall not be compelled to take medications but may be counseled in accordance with this chapter."

"(5) Medication administration includes conducting an examination or medical test necessary for the proper administration of medication that the resident cannot self-perform or be performed by the ALR'S licensed staff.

"(6) If the ALR staff observes health or medical changes that may be attributed to the administration of medication, the ALR's licensed medical staff shall report immediately to the resident's primary health care provider concerning any problems the resident may be

experiencing in the administration of medication. The ALR shall document contact with the resident's primary health care provider in the resident's record.

"(7) Any preventable medication event or error that may cause or lead to inappropriate use or non-use of medication and harm to the resident, shall be reported to the Director of Nursing, ALA, resident's primary care health provider, ALR's Risk Management department or general counsel, resident, or resident representative. The ALR shall immediately investigate the medication event or error immediately after discovery or reporting. All medication events or errors shall be documented in the resident's medical records.

"(8) If an intervention is ordered by the resident's primary health care provider, the intervention shall be based on the severity of the medication event or error and in accordance with the physician's orders.

"(9) Facility employees who are found to be responsible for medication events or errors shall be disciplined in accordance with ALR facility disciplinary policies. ALR employees with more than four (4) errors in a six (6) month period shall be required to complete four hours of retraining in medication administration.

"(10) Nothing in this chapter shall enable an ALR to interfere with a resident's right to self-administer prescription medications or over-the-counter medications unless so ordered by the resident's personal physician.

(3) Section 109(4) is amended as follows:

(a) Section 109(4)(a) is amended by inserting the phrase "locked and " after the word "a" and before the word "secured".

(b) Section 109(4)(a) is further amended by striking the last sentence and inserting the following language "All medication shall be maintained in an a damp-free area under normal

temperatures, excluding medications that shall be refrigerated. Medication requiring refrigeration shall be locked and secured whether in a locked container within a refrigerator, a locked refrigerator, or in a locked area. Space for necessary medical supplies and equipment shall be provided."

(c) Section 109(4)(d) is amended by adding a new subsection (1) to read as follows:

"(1) An ALR is prohibited from maintaining a stock supply of over-the-counter medications for administration to multiple residents."

(d) Section 109(4)(e)(1) is amended by inserting the following after the period: "Medication that has been discontinued but not expired shall be returned to the resident or the resident's representative, as appropriate, or may be stored by the ALR for future use by the resident if prescribed by the resident's primary health care provider or at the resident's request. Discontinued medication shall be clearly marked and kept in separate locked and secured storage apart from medication in current use."

(e) Section 109(4)(e)(2) is amended adding a new subsection (e)(2a) to read as follows:

"(2a) If the ALR prepares a customized resident medication package for administration which is separated into individual medical drug containers, the following information shall be include the resident's name and identify the name of each medication in the container."

(f) Section 109(4)(e)(7) is amended by inserting the following sentence after the period: "All expired or unused medication, or medication abandoned by the resident, as a result of death or discharge (whether involuntary or voluntary), shall be disposed of by the ALR in accordance with D.C. Official Code § 44-851 and shall be documented in the resident's record."

(g) Section 109(4)(e)(8) is amended by striking the subsection and inserting a new subsection (8) and subparagraphs (a), (b), (c), (d) and (e) to read as follows:

"(8) Residents who self-administer medication may keep and use prescription, nonprescription, and over-the-counter medications in their units and on their possession as long as they keep them secure from other residents by keeping their unit locked at all times. If a resident maintains medications in their unit, the medication, whether prescription, non-prescription or over-the-counter, shall be kept securely locked and away from other residents whether the resident is present or absent from their unit.

"(a) Residents may elect to self-administer medications on their own or with the assistance of a resident representative, family member, or private duty nurse or aide. The resident shall indicate their decision to self-administer medication in the resident's ISP and Shared Responsibility Agreement if applicable. If a resident elects to self-administer medication, the resident may use a pill organizer or automated medication assistance devices.

"(b) Residents who are capable of self-administering medications without assistance shall be encouraged and allowed to do so if they choose.

"(c) A resident who self-administers medications shall provide the ALR with a list of all prescription medications they are taking and shall be required to update this list every time a new medication is prescribed. This list and any updates shall be included in the resident's record.

"(d) Residents or resident representatives are permitted to purchase prescription and over-the-counter medications and choose where they may make their purchase. A resident is not required to have a physician's or health care provider's prescription to self-administer over-the-counter medications.

"(e) All residents who self-administer medication shall be assessed every sixty (60) days to determine if they remain capable of self-administering medication."

(4) Section 109(4) is amended by adding new subsections (9) and (10) to read as follows:

"(9) If the ALR staff observes health or medical changes that may be attributed to the improper self-administration of medication, the ALR's licensed medical staff shall consult with the resident or the resident representative concerning any problems the resident may be experiencing in their health or self-administration of medication. The consultation shall describe the observed change, possible solutions or medical recommendations, or recommendation that the ALR take control of the administration of medication. The consultation shall disclose if any recommendation will result in an additional cost to the resident.

"(a) The ALR shall contact the resident's primary health care provider when an observable health or medical change that may be attributed to the improper self-administration of medication. The ALR shall document contact with the resident's primary health care provider in the resident's record.

"(10) In the event of voluntary or in-voluntary discharge, or upon a resident's death, the ALA shall notify and return all medications to the resident or resident's representative, family member or guardian unless otherwise prohibited by law. If after fifteen (15) days, the resident's medications remain unclaimed at the ALR, the medication shall be considered abandoned and disposed of in accordance with D.C. Official Code §44-109.04(7) and § 44-851."

(5) Section 109(5) is amended as follows:

(a) Section 109(5)(a) is amended by inserting "For those residents electing to have the facility administer their medicine" before the word "licensed" and striking the word "may" and inserting the word "shall" in its place.

(b) Section 109(5)(b)(1) is amended by adding the following after the period: "Customized resident medication package shall identify the resident by name, identify of each drug in the package before administering.

(c) Section 109(5) is amended by adding new subsections (c), (d), (e), (f) and (g) to read as follows:

"(c)(1) When an ALR administers medication to the resident, the ALR shall maintain a daily Medication Administration Record (MAR), either electronic or written, for each resident that documents the following information:

(A) Resident's name;

(B) Known allergic reactions;

(C) Primary health care provider name and contact information;

(D) Name, dosage and strength of all medication prescribed to the resident;

(E) Schedule for administration of medication;

(F) Missed dosages or late administration;

(G) Resident's refusal to take medication; and

(H) Medication events or errors.

"(c)(2) The ALR shall update the MAR every time, within thirty (30) minutes of administration, the ALR administers medication to the resident and whether the administration occurred within thirty (30) minutes of the prescribed direction on the label.

"(c)(3) When an ALR administers medication to the resident, the ALR shall administer the medication within thirty (30) minutes of the prescribed direction on the label.

"(d)(1) If the prescription directs "as needed" or "as directed" on the label, the prescribing physician or health care provider shall be contacted for approval to administer the medication. If the prescribing physician or health care provider issues revised prescribing instructions, which may be faxed or sent electronically, the revised instructions shall be recorded promptly on the resident's record and MAR, and indicate the date and time the ALR requested or received the revised prescribing instructions and the identity and signature of the ALR staff who obtained the revised prescribing instructions. The ALR shall request the prescribing physician or health care provider to direct the pharmacy to issue a revised label for the medication.

"(d)(2) When it is appropriate for a resident to request medication that has been prescribed "as needed," limitations on use shall be specified on the label.

"(e) When a revised instruction for the administration of medication is made, the ALR shall provide a written medication order issued and signed by the resident's prescribing physician or health care provider. The ALR shall also place an "alert" label on the medication container which directs staff to examine the revised instructions in the resident's MAR.

"(f) When an ALR administers a resident's medication, the ALR shall make every reasonable effort to fill or refill the prescription to ensure the resident has their required medication at all times. If a resident's medication is expected to be delayed, the ALR shall notify the resident or the resident's representative immediately and document the delay in the resident's medical record and MAR and provide an explanation of the delay.

"(g) Sample or complimentary prescription medication shall be kept in their original manufacturer's packaging and include the prescribing physician's name, the resident's name, and date of prescription. If sample or complimentary prescription medication is not maintained in the original manufacturer's packaging, the medication shall be kept in a container

that is clearly marked with the following information: resident's name, prescribing physician's name, date of prescription, name and strength of the medication, directions for use, and the expiration date. Before a resident can be administered a sample or complimentary medication, the resident's prescribing physician or health care provider shall provide the resident or resident representative with a written prescription which may be faxed or electronically sent.

(d) Section 109(7)(b) is amended by inserting the following after the period: "An ALR is prohibited from administering a stock supply of over-the-counter medications to multiple residents. A physician's or health care provider's prescription is needed when an ALR administers over-the-counter medication to residents. The over-the-counter medication shall have the resident's name, medication name and directions for use on the label."

Sec. 10. Facility Regulations.

§ 44-110 is amended as follows:

(1) Section 110(1) is amended by adding a new subsections (d) to read as follows:

"(d) The medical director of an ALR may not serve as the primary care or attending physician of a resident. Upon resident or resident representative request, the ALR may provide a comprehensive list of physicians. The list may not include any physician with whom the ALR has a business relationship."

(2) Section 110 (2) is amended to add a subsection (3), (4), (5) and (6) to read as follows:

"(3) All staff trained on fire, evacuation and emergency management plan.

"(4) Provide copies of the ALR's fire, evacuation and emergency management plan to residents. The ALR's fire, evacuation and emergency management plan shall provide detailed procedures on real-time communication to residents when emergency lights and bells

are activated and deactivated. When a fire alarm sounds that is false alarm, the ALR shall provide an "all clear" announcement along with an explanation in real time of the cause of the alarm. Within six (6) hours of any emergency occurrence, residents and resident representatives shall be notified in writing by the ALR in the event that any of the following has occurred in the ALR: fire, biowaste, or contagious diseases outbreak.

"(5) An ALR shall review and update the ALR's fire, evacuation and emergency management plan annually.

"(6) An ALR shall file their fire, evacuation and emergency management plan with DOH that includes information on wheel chair evacuation in multi-story buildings with no functioning elevators, street access or fire escape access from floors above the ground level. The ALR shall also maintain a staffing plan for a full evacuation of the ALR that provides detailed staff to resident ratio and how that number would be sufficient for resident safety.

"(7) An ALR shall maintain a public address system.

(3) Section 110(4) is amended to add a new subsection (e) to read as follows:

"(e) The ALR shall be required to install and maintain humidistats, and to establish and maintain minimum humidity levels, and fully adjustable thermostats."

Sec. 11. Fiscal Impact Statement

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

Sec. 12. Effective Date

This act shall take effect following approval of the Mayor (or in the event of a veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as

provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.22(c)(1)), and publication in the District of Columbia Register.