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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2023

A N A C T

RELATING TO HEALTH AND SAFETY -- HOME CARE PATIENTS RIGHTS

Introduced By: Senators Cano, Kallman, DiMario, F. Lombardi, Lawson, Mack, Miller,
Euer, Lauria, and Murray

Date Introduced: May 15, 2023

Referred To: Senate Health & Human Services

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 23-17.16-5 of the General Laws in Chapter 23-17.16 entitled "Home
2 Care Patient Rights" is hereby amended to read as follows:

3 **23-17.16-5. Rights of home care patients/clients.**

4 Each home care patient/client has the following rights:

- 5 (1) To receive services without regard to race, creed, color, gender, sexual orientation, age,
6 disability, or source of payment.
- 7 (2) To receive safe, appropriate and high quality care and services in a timely manner with
8 consideration, dignity, respect and privacy.
- 9 (3) To accept or refuse care and to be informed of the consequences of that action.
- 10 (4) To be free from mental or physical abuse, physical punishment, neglect, damage to or
11 theft of property, or exploitation of any kind.
- 12 (5) To have his or her property treated with respect.
- 13 (6) To exercise his or her rights as a patient/client of the home nursing-care provider or
14 home-care provider agency. When the patient/client is unable to exercise his or her rights, an agent
15 or legal guardian may exercise the patient's/client's rights.
- 16 (7) To be informed, in advance, about the care to be furnished (and not to be furnished),
17 the plan of care, and of any changes in the care to be furnished before the change is made.
- 18 (8) To help plan the care and services received or to help change the care and services.
- 19 (9) To be advised in advance of the disciplines that will furnish care, the frequency of visits

1 proposed to be furnished, and the names and qualifications of all individuals providing care.

2 (10) To receive information necessary to make decisions about care (or to have a family
3 member receive that information, as appropriate) and to have access to their records.

4 (11) To receive information and counseling about advanced directives such as the living
5 will and durable power of attorney for health care, to formulate advanced directives, and to receive
6 written information about the policy of the home nursing care provider or home care provider
7 agency on client advanced directives and state COMFORT ONE protocol.

8 (12) To have his or her personal and clinical records treated and maintained in a
9 confidential manner and to be advised by the agency of its policies and procedures regarding
10 disclosure of clinical records.

11 (13) To be advised, before care is initiated, if the provider is a full participating provider
12 in the patient's/client's healthcare plan, the cost of services, the extent to which payment for the
13 home nursing-care provider or home-care provider agency services may be expected from
14 insurance, government and other sources, and the extent to which payment may be required from
15 the patient/client and the charges they will be required to pay.

16 (14) To be informed of the home nursing-care provider or home-care provider agency's
17 billing procedures and the patient/client payment responsibilities.

18 (15) To be informed of the home nursing-care provider or home-care provider agency's
19 ownership and control.

20 (16) To be informed of any experimental research or investigational activities and the right
21 to refuse them.

22 (17) To voice grievances (or to have the patient's/client's family or guardian voice
23 grievances on the patient's/client's behalf if the patient/client is unable to do so) regarding
24 treatment or care that is (or fails to be) furnished, or regarding the lack of respect for property by
25 anyone who is furnishing services on behalf of the home nursing-care provider or home-care
26 provider agency; to be advised on how to voice grievances; and not to be subjected to discrimination
27 or reprisal for doing so.

28 (18) To have the patient's/client's complaints investigated, or complaints made by the
29 patient's/client's family or guardian, regarding treatment or care that is (or fails to be) furnished,
30 or regarding the lack of respect for the patient/client or the patient's/client's property by anyone
31 furnishing services on behalf of the home nursing-care provider or home-care provider agency, and
32 the home nursing-care provider or home-care provider agency must document both the existence
33 of the complaint and the resolution of the complaint.

34 (19) To be informed, in writing, of his or her rights to appeal a determination or decision

1 made by the home nursing-care provider or home-care provider agency with regard to eligibility
2 for service, the types or levels of service in the care plan, a termination or change in service, or if
3 the patient/client feels that his or her rights under this chapter have been violated.

4 (20) To be advised, in writing, of the names, addresses, and telephone numbers of the state
5 ombudsperson, the attorney general's Medicaid fraud control unit, the state licensing agency and
6 the availability of the state toll-free home health hotline, the hours of its operation, and that the
7 purpose of the hotline is to receive complaints or questions about local home nursing-care providers
8 or home-care providers.

9 (21) The patient/client shall have the right to receive information concerning hospice care,
10 including the benefits of hospice care, the cost, and how to enroll in hospice care.

11 [\(22\) To receive home care services regardless of the patient's/client's permanent or](#)
12 [temporary residence.](#)

13 SECTION 2. Section 27-18-3 of the General Laws in Chapter 27-18 entitled "Accident and
14 Sickness Insurance Policies" is hereby amended to read as follows:

15 **27-18-3. Required provisions.**

16 (a) Except as provided in § 27-18-5 each policy delivered or issued for delivery to any
17 person in this state shall contain the provisions specified in this section in the words in which the
18 provisions appear in this section; provided, that the insurer may, at its option, substitute, for one or
19 more of the provisions, corresponding provisions of different wording approved by the
20 commissioner which are in each instance not less favorable in any respect to the insured or the
21 beneficiary. The provisions shall be preceded individually by the caption appearing in this
22 subsection or, at the option of the insurer, by the appropriate individual or group captions or
23 subcaptions as the commissioner may approve:

24 (1) A provision as follows:

25 "ENTIRE CONTRACT; CHANGES: This policy, including the endorsements and the
26 attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall
27 be valid until approved by an executive officer of the insurer and unless the approval is endorsed
28 on it or attached to it. No agent has authority to change this policy or to waive any of its provisions."

29 (2) A provision as follows:

30 "TIME LIMIT ON CERTAIN DEFENSES: (a) After three (3) years from the date of issue
31 of this policy no misstatements, except fraudulent misstatements, made by the applicant in the
32 application for this policy shall be used to void the policy or to deny a claim for loss incurred or
33 disability (as defined in the policy) commencing after the expiration of that three-year period."

34 (This policy provision shall not be construed as to affect any legal requirement for

1 avoidance of a policy or denial of a claim during the initial three (3) year period, nor to limit the
2 application of § 27-18-4(1), (2), (3), (4) and (5) in the event of a misstatement with respect to age
3 or occupation or other insurance.)

4 (A policy which the insured has the right to continue in force subject to its terms by the
5 timely payment of premium: (i) until at least age fifty (50); or (ii) in the case of a policy issued after
6 age forty-four (44), for at least five (5) years from its date of issue, may contain in lieu of this
7 provision the following provision (from which the clause in parentheses may be omitted at the
8 insurer's option) under the caption "INCONTESTABLE":

9 "After this policy has been in force for a period of three (3) years during the lifetime of the
10 insured (excluding any period during which the insured is disabled), it shall become incontestable
11 as to the statements contained in the application.")

12 "(b) No claim for loss incurred or disability (as defined in the policy) commencing after
13 three (3) years from the date of issue of this policy shall be reduced or denied on the ground that a
14 disease or physical condition not excluded from coverage by name or specific description effective
15 on the date of loss had existed prior to the effective date of coverage of this policy."

16 (3) A provision as follows:

17 "GRACE PERIOD: A grace period of ____" (insert a number not less than "seven" (7) for
18 weekly premium policies, "ten" (10) for monthly premium policies and "thirty-one" (31) for all
19 other policies) "days will be granted for the payment of each premium falling due after the first
20 premium, during which grace period the policy shall continue in force."

21 (A policy which contains a cancellation provision may add, at the end of the above
22 provision:

23 "subject to the right of the insurer to cancel in accordance with the cancellation provision
24 of this policy.")

25 (A policy in which the insurer reserves the right to refuse any renewal shall have, at the
26 beginning of the above provision:

27 "Unless not less than ten (10) days prior to the premium due date the insurer has delivered
28 to the insured or has mailed to his or her last address as shown by the records of the insurer written
29 notice of its intention not to renew this policy beyond the period for which the premium has been
30 accepted,")

31 (4) A provision as follows:

32 "REINSTATEMENT: If any renewal premium is not paid within the time granted the
33 insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly
34 authorized by the insurer to accept this premium, without requiring in connection with it an

1 application for reinstatement, shall reinstate the policy; provided, that if the insurer or the agent
2 requires an application for reinstatement and issues a conditional receipt for the premium tendered,
3 the policy will be reinstated upon approval of the application by the insurer or, lacking approval,
4 upon the forty-fifth day following the date of the conditional receipt unless the insurer has
5 previously notified the insured in writing of its disapproval of the application. The reinstated policy
6 shall cover only loss resulting from an accidental injury as may be sustained after the date of
7 reinstatement and loss due to a sickness as may begin more than ten (10) days after this date. In all
8 other respects the insured and insurer shall have the same rights under the reinstated policy as they
9 had under the policy immediately before the due date of the defaulted premium, subject to any
10 provisions endorsed on it or attached to it in connection with the reinstatement. Any premium
11 accepted in connection with a reinstatement shall be applied to a period for which the premium has
12 not been previously paid, but not to any period more than sixty (60) days prior to the date of
13 reinstatement.”

14 (The last sentence of this provision may be omitted from any policy which the insured has
15 the right to continue in force subject to its terms by the timely payment of premiums: (i) until at
16 least age fifty (50); or (ii) in the case of a policy issued after age forty-four (44), for at least five (5)
17 years from its date of issue.)

18 (5) A provision as follows:

19 “NOTICE OF CLAIM: Written notice of claim must be given to the insurer within twenty
20 (20) days after the occurrence or commencement of any loss covered by the policy, or as soon after
21 this as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the
22 insurer at _____” (insert the location of any office as the insurer may designate for the
23 purpose), “or to any authorized agent of the insurer, with information sufficient to identify the
24 insured, shall be deemed notice to the insurer.”

25 (In a policy providing a loss of time benefit which may be payable for at least two (2) years,
26 an insurer may at its option insert the following between the first and second sentences of this
27 provision:

28 “Subject to the qualifications set forth below, if the insured suffers loss of time on account
29 of disability for which indemnity may be payable for at least two (2) years, the insured shall, at
30 least once in every six (6) months after having given notice of claim, give to the insurer notice of
31 continuance of the disability, except in the event of legal incapacity. The period of six (6) months
32 following any filing of proof by the insured or any payment by the insurer on account of the claim
33 or any denial of liability in whole or in part by the insurer shall be excluded in applying this
34 provision. Delay in the giving of notice shall not impair the insured's right to any indemnity which

1 would have accrued during the period of six (6) months preceding the date on which the notice is
2 actually given.”)

3 (6) A provision as follows:

4 “CLAIM FORMS: The insurer, upon receipt of a notice of claim, will furnish to the
5 claimant any forms as are usually furnished by it for filing proofs of loss. If the forms are not
6 furnished within fifteen (15) days after the giving of notice, the claimant shall be deemed to have
7 complied with the requirements of this policy as to proof of loss upon submitting, within the time
8 fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character,
9 and the extent of the loss for which claim is made.”

10 (7) A provision as follows:

11 “PROOFS OF LOSS: Written proof of loss must be furnished to the insurer at its office in
12 the case of a claim for loss for which this policy provides any periodic payment contingent upon
13 continuing loss within ninety (90) days after the termination of the period for which the insurer is
14 liable and in the case of a claim for any other loss within ninety (90) days after the date of the loss.
15 Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it was
16 not reasonably possible to give proof within this time, provided the proof is furnished as soon as
17 reasonably possible and in no event, except in the absence of legal capacity, later than one year
18 from the time proof is required.”

19 (8) A provision as follows:

20 “TIME OF PAYMENT OF CLAIMS: Indemnities payable under this policy for any loss
21 other than loss for which this policy provides any periodic payment will be paid immediately upon
22 receipt of due written proof of this loss. Subject to due written proof of loss, all accrued indemnities
23 for loss for which this policy provides periodic payment will be paid _____” (insert period
24 for payments which must not be less frequently than monthly) “and any balance remaining unpaid
25 upon the termination of liability will be paid immediately upon receipt of due written proof.”

26 (9) A provision as follows:

27 “PAYMENT OF CLAIMS: Indemnity for loss of life will be payable in accordance with
28 the beneficiary designation and the provisions respecting the payment which may be prescribed in
29 this policy and effective at the time of payment. If no designation or provision is effective,
30 indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the
31 insured's death may, at the option of the insurer, be paid either to the beneficiary or to the estate.
32 All other indemnities will be payable to the insured.”

33 (The following provisions, or either of them, may be included with this provision at the
34 option of the insurer:

1 “If any indemnity of this policy shall be payable to the estate of the insured, or to an insured
2 or beneficiary who is a minor or not competent to give a valid release, the insurer may pay the
3 indemnity, up to an amount not exceeding \$ _____” (insert an amount which shall not exceed one
4 thousand dollars (\$1,000)), “to any relative by blood or connection by marriage of the insured or
5 beneficiary who is deemed by the insurer to be equitably entitled to the payment. Any payment
6 made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the
7 extent of the payment.” “Subject to any written direction of the insured in the application or
8 otherwise, all or a portion of any indemnities provided by this policy on account of hospital,
9 nursing, medical, or surgical services may, at the insurer’s option and unless the insured requests
10 otherwise in writing not later than the time of filing proofs of the loss, be paid directly to the hospital
11 or person rendering the services; but it is not required that the service be rendered by a particular
12 hospital or person.”)

13 (10) A provision as follows:

14 “PHYSICAL EXAMINATIONS AND AUTOPSY: The insurer at its own expense shall
15 have the right and opportunity to examine the person of the insured when and as often as it may
16 reasonably require during the pendency of a claim under this policy and to make an autopsy in case
17 of death where it is not forbidden by law.”

18 (11) A provision as follows:

19 “LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy
20 prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance
21 with the requirements of this policy. No action shall be brought after the expiration of three (3)
22 years after the time written proof of loss is required to be furnished.”

23 (12) A provision as follows:

24 “CHANGE OF BENEFICIARY: Unless the insured makes an irrevocable designation of
25 beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the
26 beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any
27 change of beneficiary or beneficiaries, or to any other changes in this policy.”

28 (The first clause of this provision, relating to the irrevocable designation of beneficiary,
29 may be omitted at the insurer's option.)

30 (13) A provision as follows:

31 ““Medical services’ means those professional services and supplies rendered by or under
32 the direction of persons duly licensed under the laws of this state to practice medicine, surgery, or
33 podiatry as may be specified by any medical service plan. Medical service shall not be construed
34 to include hospital services.”

1 (c)(1) Each policy issued and/or renewed shall contain a minimum home health care benefit
2 as follows:

3 (i) "Home health care" is defined as a medically necessary program to reduce the length of
4 a hospital stay or to delay or eliminate an otherwise medically necessary hospital admission;

5 (ii) The home health care program shall be formulated and supervised by the subscriber's
6 physician;

7 (iii) Minimum home health care coverage shall not exceed six (6) home or office
8 physician's visits per month, and shall not exceed three (3) nursing visits per week, home health
9 aide visits up to twenty (20) hours per week, and the following services as needed: physical or
10 occupational therapy as a rehabilitative service, respiratory service, speech therapy, medical social
11 work, nutrition counseling, prescription drugs and medication, medical and surgical supplies, such
12 as dressings, bandages, and casts, minor equipment such as commodes and walkers, laboratory
13 testing, x-rays and E.E.G. and E.K.G. evaluations; ~~and~~

14 (iv) Communicable diseases and/or nervous, emotional and mental illness are excluded
15 from home health care coverage; and

16 (v) Home health care coverage provides coverage for care at an insured's primary residence
17 or home and any temporary stay of an insured at a private residence or home.

18 (2) The commissioner shall approve the wording in each policy that in each instance shall
19 not be less favorable in any respect to the insured or the beneficiary, as the benefits are outlined in
20 subdivision (1) of this subsection. Any accident and sickness insurance policy whose benefits are
21 limited to income protection or the furnishing of disability income or a limited benefit health
22 coverage are excluded from this subsection. Notwithstanding the provisions of § 27-18-19(3), the
23 minimum home health care benefit shall be included in blanket and/or group policies of accident
24 and sickness insurance;

25 (3) A "limited benefit policy," for the purposes of this section, is any accident and sickness
26 policy that covers one or more specified risks including, but not limited to, accidental death or
27 injury or specified disease. A policy that broadly covers accident and sickness, but which contains
28 exclusions and limitations with respect to certain risks or services, is not a limited benefit policy;

29 (4) With respect to blanket and/or group policies, the provisions of this subsection shall
30 apply only to services provided to residents of Rhode Island or employees of Rhode Island
31 employers.

32 SECTION 3. This act shall take effect upon passage.

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO HEALTH AND SAFETY -- HOME CARE PATIENTS RIGHTS

- 1 This act would amend the current law so that all home health care patients are entitled to
- 2 receive home health care services regardless of their permanent or temporary residence.
- 3 This act would take effect upon passage.

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