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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO HEALTH AND SAFETY -- ASSISTED LIVING RESIDENCE LICENSING
ACT

Introduced By: Representatives Morales, Casey, Kislak, McEntee, Donovan, Speakman,
Boylan, Solomon, Diaz, and Giraldo
Date Introduced: June 06, 2025

Referred To: House Health & Human Services

It is enacted by the General Assembly as follows:

- 1 SECTION 1. Section 23-17.4-16 of the General Laws in Chapter 23-17.4 entitled "Assisted
2 Living Residence Licensing Act" is hereby amended to read as follows:
- 3 **23-17.4-16. Rights of residents.**
- 4 (a) Every assisted living residence for adults licensed under this chapter shall observe the
5 following standards and any other appropriate standards as may be prescribed in rules and
6 regulations promulgated by the licensing agency with respect to each resident of the residence:
- 7 (1) Residents are entitled to all rights recognized by state and federal law with respect to
8 discrimination, service decisions (including the right to refuse services), freedom from abuse and
9 neglect, privacy, association, and other areas of fundamental rights including the right to freedom
10 of religious practice. Some of these basic rights include:
- 11 (i) To be offered services without discrimination as to sex, race, color, religion, national
12 origin, or source of payment;
- 13 (ii) To be free from verbal, sexual, physical, emotional, and mental abuse, corporal
14 punishment, and involuntary seclusion;
- 15 (iii) To be free from physical or chemical restraints for the purpose of discipline or
16 convenience and not required to treat the resident's medical symptoms. No chemical or physical
17 restraints will be used except on order of a physician;
- 18 (iv) To have their medical information protected by applicable state confidentiality laws;

1 (v) To have a service animal, consistent with the “reasonable accommodations” clause of
2 the Fair Housing Act, 42 U.S.C. § 3601 et seq. (such as a seeing eye dog); and

3 (2) In addition to these basic rights enjoyed by other adults, the residents of assisted living
4 also have the right to:

5 (i) Be treated as individuals and with dignity, and be assured choice and privacy and the
6 opportunity to act autonomously;

7 (ii) Upon request have access to all records pertaining to the resident, including clinical
8 records, within the next business day or immediately in emergency situations;

9 (iii) Arrange for services not available through the setting at their own expense as long as
10 the resident remains in compliance with the resident contract and applicable state law and
11 regulations;

12 (iv) Upon admission and during the resident’s stay be fully informed in a language the
13 resident understands of all resident rights and rules governing resident conduct and responsibilities.

14 Each resident shall:

15 (A) Receive a copy of their rights;

16 (B) Acknowledge receipt in writing; and

17 (C) Be informed promptly of any changes;

18 (v) Remain in their room or apartment unless a change in room or apartment is related to
19 resident preference or to transfer conditions stipulated in their contract;

20 (vi) Consistent with the terms of the resident contract, furnish their own rooms and
21 maintain personal clothing and possessions as space permits, consistent with applicable life safety,
22 fire, or similar laws, regulations, and ordinances;

23 (vii) Be encouraged and assisted to exercise rights as a citizen; to voice grievances through
24 a documented grievance mechanism and suggest changes in policies and services to either staff or
25 outside representatives without fear of restraint, interference, coercion, discrimination, or reprisal;

26 (viii) Have visitors of their choice without restrictions so long as those visitors do not pose
27 a health or safety risk to other residents, staff, or visitors, or a risk to property, and comply with
28 reasonable hours and security procedures;

29 (ix) Have personal privacy in their medical treatment, written communications and
30 telephone communications, and, to the fullest extent possible, in accommodation, personal care,
31 visits, and meetings;

32 (x) Have prominently displayed a posting of the facility’s grievance procedure, the names,
33 addresses, and telephone numbers of all pertinent resident advocacy groups, the state
34 ombudsperson, and the state licensing agency;

- 1 (xi) Choose his or her own physician(s) and have ready access to the name, specialty, and
2 way of contacting the physician(s) responsible for the resident's care;
- 3 (xii) Have the residence record and periodically update the address and telephone number
4 of the resident's legal representative or responsible party;
- 5 (xiii) Manage his or her financial affairs. The residence may not require residents to deposit
6 their personal funds with the residence. Upon written authorization of a resident and with the
7 agreement of the residence, the residence holds, safeguards, manages, and accounts for personal
8 funds of the resident as follows:
- 9 (A) Funds in excess of three hundred dollars (\$300) must be in an interest bearing account,
10 separate from any residence operating account that credits all interest on the resident's funds to that
11 account and the residence shall purchase a surety bond on this account;
- 12 (B) A full and separate accounting of each resident's personal funds maintained must be
13 available through quarterly statements and on request of the resident;
- 14 (C) Resident funds shall not be commingled with residence funds or with funds of any
15 person other than another resident;
- 16 (D) Upon the death of a resident, the residence must convey within thirty (30) days the
17 resident's funds deposited with the residence and a full accounting of those funds to the resident's
18 responsible party or the administrator of the resident's estate;
- 19 (xiv) Have access to representatives of the state ombudsperson and to allow the
20 ombudsperson to examine a resident's records with the permission of the resident and consistent
21 with state law;
- 22 (xv) Be informed, in writing, prior to or at the time of admission or at the signing of a
23 residential contract or agreement of:
- 24 (A) The scope of the services available through the residence service program, including
25 health services, and of all related fees and charges, including charges not covered either under
26 federal and/or state programs or by other third party payors or by the residence's basic rate;
- 27 (B) The residence's policies regarding overdue payment including notice provisions and a
28 schedule for late fee charges;
- 29 (C) The residence's policy regarding acceptance of state and federal government
30 reimbursement for care in the facility both at time of admission and during the course of residency
31 if the resident depletes his or her own private resources;
- 32 (D) The residence's criteria for occupancy and termination of residency agreements;
- 33 (E) The residence's capacity to serve residents with physical and cognitive impairments;
- 34 (F) Support any health services that the residence includes in its service package or will

1 make appropriate arrangements to provide the services;

2 (xvi) To be encouraged to meet with and participate in activities of social, religious, and

3 community groups at the resident's discretion;

4 (xvii) Upon provision of at least thirty (30) days notice, if a resident chooses to leave a

5 residence, the resident shall be refunded any advanced payment made provided that the resident is

6 current in all payments;

7 (xviii) To have the residence discharge a resident only for the following reasons and within

8 the following guidelines:

9 (A) Except in life threatening emergencies and for nonpayment of fees and costs, the

10 residence gives thirty (30) days' advance written notice of termination of residency agreement with

11 a statement containing the reason, the effective date of termination, and the resident's right to an

12 appeal under state law;

13 (B) If the resident does not meet the requirements for residency criteria stated in the

14 residency agreement or requirements of state or local laws or regulations;

15 (C) If the resident is a danger to himself or herself or the welfare of others and the residence

16 has attempted to make a reasonable accommodation without success to address the resident's

17 behavior in ways that would make termination of residency agreement or change unnecessary,

18 which would be documented in the resident's records;

19 (D) For failure to pay all fees and costs stated in the contract, resulting in bills more than

20 thirty (30) days outstanding. A resident who has been given notice to vacate for nonpayment of

21 rent has the right to retain possession of the premises, up to any time prior to eviction from the

22 premises, by tendering to the provider the entire amount of fees for services, rent, interest, and costs

23 then due. The provider may impose reasonable late fees for overdue payment; provided that the

24 resident has received due notice of those charges in accordance with the residence's policies.

25 Chronic and repeated failure to pay rent is a violation of the lease covenant. However the residence

26 must make reasonable efforts to accommodate temporary financial hardship and provide

27 information on government or private subsidies available that may be available to help with costs;

28 and

29 (E) The residence makes a good faith effort to counsel the resident if the resident shows

30 indications of no longer meeting residence criteria or if service with a termination notice is

31 anticipated;

32 (xix)(A) To have the residence provide for a safe and orderly move out, including

33 assistance with identifying a resource to help locate another setting, regardless of reason for move

34 out;

1 (B) To prohibit an assisted living residence from enforcing a thirty (30) day notice of
2 vacancy policy in the event of the resident's death. The assisted living residence shall be entitled to
3 rent and fees only until the family, estate, or responsible party has removed the deceased person's
4 personal property, but in no case for more than seven (7) days from the date of the resident's death.
5 If the personal property is not removed within seven (7) days the assisted living residence may
6 arrange for the storage of the personal property.

7 (C) A violation of the provisions of subsection (a)(2)(xix)(B) shall constitute a deceptive
8 trade practice in violation of chapter 13.1 of title 6.

9 (xx) To have the resident's responsible person and physician notified when there is:

10 (A) An accident involving the resident that results in injury and required physician
11 intervention;

12 (B) A significant change in the resident's physical, mental, or psychosocial status or
13 treatment;

14 (xxi) To be able to share a room or unit with a spouse or other consenting resident of the
15 residence in accordance with terms of the resident contract;

16 (xxii) To live in a safe and clean environment;

17 (xxiii) To have and use his or her own possessions where reasonable and have an accessible
18 lockable space provided for security of small personal valuables;

19 (xxiv) To receive a nourishing, palatable, well balanced diet that meets his or her daily
20 nutritional and special medical dietary needs;

21 (xxv) To attain or maintain the highest practicable physical, mental, and psychosocial well
22 being;

23 (xxvi) To be allowed to maintain an amount of money to cover reasonable monthly
24 personal expenses, the amount of which shall be at least equal to that amount required for
25 individuals on SSI as provided under § 40-6-27(a)(3);

26 (xxvii) To have the residence implement written policies and procedures to ensure that all
27 facility staff are aware of and protect the resident's rights contained in this section; and

28 (xxviii) Upon request, the resident shall have the right to receive information concerning
29 hospice care, including the benefits of hospice care, the cost, and how to enroll in hospice care.

30 (b) For purposes of subdivisions (a)(2)(ii), (iv), (xi), (xiii), (xiv), (xvii), (xviii)(A) and
31 (xxviii), the term "resident" also means the resident's agent as designated in writing or legal
32 guardian.

33 SECTION 2. Chapter 23-17.5 of the General Laws entitled "Rights of Nursing Home
34 Patients" is hereby amended by adding thereto the following section:

1 **23-17.5-25.1. Vacancy after death.**

2 (a) A nursing home residence shall not enforce a thirty (30) day notice of vacancy policy
3 in the event of the resident's death. The nursing home residence shall be entitled to rent and fees
4 only until the family, estate or responsible party has removed the deceased person's personal
5 property, but in no case for not more than seven (7) days from the date of the resident's death.

6 (b)(1) If there is personal property to remove that impedes the reuse of the room, the seven
7 (7) day period shall not begin until after the family, estate, or responsible party has removed the
8 deceased person's personal property impeding the reuse of the room.

9 (2) If the room is occupied by a new resident before the expiration of the seven (7) day
10 period, rent and fees for the seven (7) day period shall be prorated from the date of such occupancy
11 and returned to the family, estate, or other responsible party.

12 (c) A violation of the provisions of this section shall constitute a deceptive trade practice
13 in violation of chapter 13.1 of title 6.

14 (d) The department of health shall promulgate any rules or regulations deemed necessary
15 for the implementation of this section.

16 SECTION 3. This act shall take effect on September 1, 2025.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO HEALTH AND SAFETY -- ASSISTED LIVING RESIDENCE LICENSING
ACT

1 This act would prohibit enforcing a thirty (30) day notice of vacancy policy when a resident
2 of an assisted living facility or nursing home dies and limit the facility's ability to charge rent and
3 fees for a maximum of seven (7) days or until removal of the personal property from the room,
4 whichever occurs first. A violation would constitute a deceptive trade practice.

5 This act would take effect on September 1, 2025.

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