1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of Developmental Services

CONTRACTOR'S NAME
Disability Rights California

2. The term of this Agreement is: July 1, 2016, or approved by DGS, whichever occurs later, through June 30, 2021

3. The maximum amount of this Agreement is: $31,005,995.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

| Exhibit A – Scope of Work | 15 page(s) |
| Exhibit A, Attachment 1 Regional Center Listing | 3 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 2 page(s) |
| Exhibit B - Attachment 1 | 5 page(s) |
| Exhibit C* – General Terms and Conditions | GTC 610 |

Indicate Exhibits below:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 8 page(s)
- Exhibit - E Consultant Services Provisions 2 page(s)
- Exhibit F - Statement of Assurances for Protected Health Information (HIPPA) 8 page(s)
- Sexual Harassment Prevention Policy 8 page(s)
- Policy Memo 423 5 page(s)

This RFP, HD169001, and the Contractor’s Proposal are hereby incorporated by reference and made a part of this contract.

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.cals.dgs.ca.gov/StandardLanguage

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Disability Rights California

BY (Authorized Signature) C. Beckmore

DATE SIGNED (Do not type) 6-6-16

PRINTED NAME AND TITLE OF PERSON SIGNING
Catherine Blakemore, Executive Director

ADDRESS
1831 K Street
Sacramento, CA 95811

STATE OF CALIFORNIA

AGENCY NAME
Department of Developmental Services

BY (Authorized Signature) Pamela S. Robison

DATE SIGNED (Do not type) 6-6-16

PRINTED NAME AND TITLE OF PERSON SIGNING
Pamela S. Robison, Chief, Customer Support Section

ADDRESS
1600 Ninth Street, Room 300
Sacramento, CA 95814
EXHIBIT A

SCOPE OF WORK

1. GENERAL SCOPE

A. The Contractor shall provide clients' rights advocacy services to persons with developmental disabilities who are consumers of regional centers.

B. The Contractor shall provide a clients' rights advocacy services program that meets the individual needs of consumers, is responsive to the access needs of persons with disabilities, and is culturally and linguistically appropriate to the multi-cultural diversity of the consumers, their families, and/or legal representative(s).

C. The Contractor shall meet all the statutory, regulatory, and contractual requirements encompassed by this contract. The Contractor shall provide all labor, materials, supplies, and equipment necessary to perform the obligations of this contract unless otherwise specified in the contract.

D. The Contractor agrees that this contract is for the provision of services to assert and protect the rights of persons with developmental disabilities and to ensure that laws, regulations, and policies on the rights of persons with developmental disabilities are observed. In furtherance of the goals of this contract, the Contractor further agrees that these goals can best be achieved by a cooperative effort among DDS, the regional centers and the Contractor. Accordingly, the Contractor explicitly agrees that its employees working under the terms of this contract shall use their best efforts to resolve problems through informal means.

E. The Contractor shall not use information obtained in the performance of this contract in a manner not provided for in this contract. The Contractor shall notify the Department through the DDS Project Representative of any systemic issues that are identified with any state agency.

F. DDS retains sole authority to promulgate regulations, interpret law, and set policies and procedures for clients' rights issues in the regional centers and developmental centers. On behalf of individual consumers, the Contractor may, in addition to other authorized remedies, file a complaint pursuant to Welfare and Institutions Code section 4731 about an individual regional center's application or interpretation of the laws, regulations, policies and/or procedures the Contractor is obligated to carry out under this contract.
Nothing in this section shall prohibit the Contractor from providing consumers and their families with information about their rights.

G. When authorized by a consumer, or the consumer's authorized representative, the Contractor and its clients' rights advocates may initiate and represent consumers in informal and formal fair hearings against a regional center, pursuant to Welfare and Institutions Code (W&I), Section 4700 et seq. The Contractor shall not be authorized to initiate any judicial review that extends from fair hearing proceedings conducted pursuant to WIC 4700 et seq. The Contractor shall be authorized to continue to defend a consumer in any judicial review of a fair hearing decision that is initiated by a regional center. In any case in which initiation of judicial review of an administrative decision becomes necessary, the Contractor and its clients' rights advocates may refer the case to an advocacy organization, as described in K. below, and provide to the advocacy organization such information as is authorized by the consumer, or the consumer's authorized representative.

H. When authorized by a consumer, or the consumer's authorized representative, the Contractor and its clients' rights advocates may initiate and represent consumers in any administrative appeal for generic services, including, but not limited to: Medi-Cal, In-Home Support Services, Special Education, and Social Security. Prior to initiating administrative proceedings, the Contractor shall attempt to resolve the problem informally through all practical means. However, the Contractor may initiate administrative appeal proceedings as is necessary to protect the consumer's rights, e.g., request an administrative hearing in order to protect the consumer's rights to aid-paid-pending, to preserve the status quo, or to meet required filing deadlines.

I. When authorized by a consumer, or consumer's authorized representative, the Contractor and its clients' rights advocates may also initiate, or continue to defend, a consumer in any judicial review that extends from the administrative proceedings described in H. above to ensure the protection of consumers' rights. Prior to initiating judicial review proceedings, the Contractor shall attempt to resolve the problem informally and shall exhaust available administrative proceedings. However, the Contractor may initiate judicial proceedings, except those precluded in J. below, as is necessary to protect the consumer's rights, e.g., to protect the consumer's rights to aid-paid-pending; to preserve the status quo; to prevent or eliminate serious harm to a consumer; or to meet a statute of limitations deadline. Prior to initiating any judicial review of an administrative decision, the Contractor shall: (1) make reasonable efforts to secure representation from another advocacy organization and member of the private bar; and (2) ensure that it has adequate resources to initiate the action and carry out its other obligations under the contract. The Contractor shall also provide written notification to
the DDS Project Representative of any legal review proceedings entered into as part of its operations under this contract.

J. In no event shall the Contractor continue to pursue or defend any judicial action above the trial court level nor file suit or initiate litigation against DDS or its contract regional centers.

K. The Contractor shall use its best efforts to maintain referral lists of individuals and entities that perform advocacy services for consumers. The Contractor’s referral list shall provide consumers with the greatest choice possible to meet the consumer’s special individual, cultural, financial and linguistic needs. Referrals shall be to individuals or organizations that demonstrate the capability to provide advocacy services to individuals with developmental disabilities.

2. DEFINITIONS

A. The terms “consumer” and “client” shall be used interchangeably and shall mean any person or individual with a developmental/intellectual disability who has applied for or been found eligible for services by a regional center or who has entered the developmental disability service system by court order.

B. “Contractor,” as is used in this document, is the successful bidder that is obligated to perform clients’ rights advocacy services under the terms and conditions of the contract.

C. “Central Administrative Office” (CAO) is the Contractor’s central clients’ rights office that provides administration, coordination and monitoring of the Contractor’s clients’ rights advocacy and mediation services.

D. “Regional Center” (RC) refers to the twenty-one (21) private, non-profit corporations that purchase and/or coordinate an array of services for individuals with developmental disabilities who have been determined eligible to receive RC services and reside in the community.

E. “Advocacy” is defined as consultation and assistance, complaint mediation, and representation in administrative proceedings and legal actions that are permissible within the contract.
3. **TOLL FREE TELEPHONE LINE**

Contractor shall establish and maintain at its CAO a Toll Free/TTY/TDD 800 telephone line to accept calls from consumers requesting assistance for clients’ rights advocacy services.

4. **DENIAL OF RIGHTS**

   A. Contractor and its clients' rights advocates shall protect and assert the rights of consumers in the denial of rights process described in **Title 17 California Code of Regulations Section 50530(c)**.

   B. Contractor and its clients' rights advocates shall complete and maintain all Denial of Rights Quarterly Reports mandated in Welfare and Institutions Code Section 4504, listing consumers by an appropriate identification number or other code which will enable the Director of DDS (or designee) to identify individual treatment records, if necessary, for future analysis and investigation, and as described in **Title 17 California Code of Regulations, Section 50538**.

5. **INVESTIGATIONS OF RIGHTS VIOLATIONS**

   A. Pursuant to **Title 17, California Code of Regulations, Section 50540**, the Contractor and its clients' rights advocates shall investigate and take action to resolve complaints from consumers, or their representatives, regarding the denial of any right to which the consumer is entitled which has been abused, punitively withheld, or improperly or unreasonably denied. Complaints shall be investigated by the clients' rights advocate and, if a violation is substantiated, a proposed resolution shall be provided to the consumer within the timelines specified in law and regulation. Outcomes of these investigations and a copy of the proposed resolution shall be forwarded to the appropriate RC Director.

   B. The Contractor shall monitor complaint investigations referred to, or undertaken by, the Contractor and its clients' rights advocates to ensure that prompt and appropriate action has been taken and that the complaint has been satisfactorily resolved or appealed.

   C. Upon receipt from its clients' rights advocate, the Contractor shall forward a copy of its Contractor's clients' rights advocate's proposed resolution to the DDS Project Representative.
6. EARLY START COMPLAINTS

The Contractor and its clients' rights advocates shall not investigate, but will immediately forward, all complaints filed concerning any consumer under the age of three pursuant to Part C of the Individuals with Disabilities Education Act (IDEA) to:

Department of Developmental Services  
Office of Human Rights and Advocacy Services  
Attention: Early Start Complaint Unit  
1600 Ninth Street, Room 240, MS 2-15  
Sacramento, CA 95814

7. INCIDENT REPORTS

A. The Contractor and its clients' rights advocates shall immediately report to the appropriate RC Director or designee any incident involving alleged or suspected abuse of clients' rights, neglect in treatment and care of any consumer, or physical injury or death of any consumer, unless the clients' rights advocate was informed by the RC about the incident.

B. The Contractor and its clients' rights advocates shall review any incident reports that are referred by the RC Director or designee to assure that action taken does not violate the rights of clients and shall advise the RC Director or designee of the findings of this review.

C. The Contractor and its clients' rights advocates shall cooperate with protective services and licensing agencies, including Adult/Child Protective Services, the Long Term Care Ombudsman, state licensing investigators, DDS investigators, and local law enforcement, in investigations of abuse and/or neglect, as defined in Welfare and Institutions Code, Section 15600 et seq. and Penal Code, Section 11165 et seq. The Contractor and its employees, agents, and assigns are "mandatory reporters", while providing services under the terms of this contract and shall discharge their statutory duties by making such reports as described in Welfare and Institutions Code, Section 15610.17 and 15630.
8. CONSULTATION AND ASSISTANCE TO CONSUMERS AND FAMILIES

The Contractor and its clients' rights advocates shall provide, to the extent that resources are available, consultation and assistance to consumers and their families, including but not limited to, the following:

A. Act as clients' rights resource to consumers and their families, and to other interested persons or organizations in the community.

B. Initiate action on behalf of consumers who are unable to register a complaint on their own behalf.

C. Be accessible to consumers, including: visiting service providers, facilities, and residences, including evenings and weekends; attending planning conferences at the invitation of consumers, or their representatives; and participating in self-advocacy groups and conferences.

D. Provide consultation and assistance, as necessary, to consumers who are criminally charged or engaged in civil proceedings, including providing referrals for legal representation, assisting Public Defenders, and providing consultation to Public Defenders and to the court.

E. Assist consumers in obtaining and understanding local procedures for initiating fair hearings. This may include directly representing and/or referring consumers to the local area board or other advocacy organization for assistance in the Fair Hearing process.

F. Provide consultation and assistance to consumers as is necessary to obtain generic services, including SSI/SSP and other benefits to which they are entitled by law. Consultation and assistance may include, but not be limited to, completing forms, making application for services or benefits, and providing direct representation in any appeal for generic services.

G. Assert and protect the rights of consumers entering or changing their dwellings, including placement in community care and health care facilities, and judicial commitments to developmental centers.

9. CLIENTS' RIGHTS TRAINING

The Contractor and its clients' rights advocates may provide consultation and ongoing classroom training to RC employees and service providers, through new employee orientation and ongoing refresher courses, as needed to update staff on clients' rights issues, including, but not limited to: notification of rights, denials
of rights, rights of consumers who are incarcerated or facing civil or criminal charges, abuse reporting requirements and legal processes. The Contractor shall provide a copy of all training materials as an exhibit in the annual report to be submitted to the DDS Project Representative.

10. LIAISON AND MONITORING ACTIVITIES

A. The Contractor and its clients’ rights advocates shall attend and participate in various clinical, administrative and staff meetings, as mutually agreed between the clients’ rights advocate and the RC Director or designee, when clients’ rights issues are discussed or when the clients’ rights advocate is named as a participant in regulation. To ensure no conflict in representing any consumer, the contract advocate shall not serve as chair of any committee.

B. The Contractor or its clients’ rights advocates shall be available to meet with the RC Director or designee, on a mutually agreeable basis, to discuss denials of rights, generic services, status of clients who are facing civil or legal charges or are in custody, and other clients’ rights issues.

C. The Contractor and its clients’ rights advocates shall work cooperatively with the agency responsible for providing clients’ rights advocacy services at the state developmental centers and hospitals.

D. The Contractor and its clients’ rights advocates shall abide by each RC’s protocols/guidelines, as set forth in a Memorandum of Understanding with each RC.

11. SELF-ADVOCACY TRAINING

A. The Contractor shall provide at least two self-advocacy trainings each year of the contract for consumers and family members at locations that are convenient and accessible to individuals with developmental disabilities and their families.

B. The Contractor shall submit to the DDS copies of training materials to be included as an exhibit in the annual reports to be submitted to the DDS.

C. The Contractor shall maintain copies of training evaluations completed by self-advocacy training participants. The Contractor shall submit a random sample of the training evaluations as an exhibit in the annual reports to be submitted to the DDS.
12. GRIEVANCE PROCEDURE

A. In order to ensure that individuals with developmental disabilities have access to high quality advocacy services, the Contractor shall develop and implement a grievance procedure and appeal process regarding the quality of the Contractor’s advocacy services, including, but not limited to, timeliness, accuracy, completeness of response, and quality of treatment to complainant’s concerns. The Contractor shall inform all consumers in a manner designed to ensure their understanding about its grievance procedure regarding the quality of the Contractor’s advocacy services.

B. The Contractor’s grievance procedure shall provide three levels of appeal, the first level of which will be to the Contractor’s administrative entity, the second of which will be to the Disability Rights California, Board of Directors, and the third of which will be to the DDS Project Representative. Contractor shall not exceed 15 days from the receipt of the grievance to respond to the issue at the first level nor more than 30 days to respond to the grievance at the second level, or as mutually agreed between the complainant and the Contractor. The DDS Project Representative shall respond to the complaint at the third level within 45 days of receipt of a grievance appeal, or as mutually agreed between the complainant and the DDS Project Representative.

C. The Contractor’s grievance procedure will be separate from the denial of rights complaint procedure in Welfare and Institutions Code, Section 4731 et seq, and Title 17 California Code of Regulations Code, Section 50540, and the Fair Hearing Appeal procedure in Welfare and Institutions Code, Section 4700 et seq.

D. Further, the Contractor shall advise persons receiving services under the contract of the availability of other advocacy services, including the services provided by the protection and advocacy agency described in Welfare and Institutions Code, Section 4901 and the area boards.

E. The Contractor shall gather information regarding the nature and outcome of all complaints filed under the grievance procedure.

13. CONTRACTOR OPERATIONS

A. GENERAL OPERATIONS

The Contractor shall be a distinct entity independent of its parent corporation and self-sustaining regarding its services. The Contractor shall not claim any special authority or privileges other than those provided by the state laws and regulations governing the provision of clients’ rights advocacy services, the
terms of this contract or any of the Memorandums of Understanding negotiated pursuant to the terms of this contract.

B. CENTRAL ADMINISTRATIVE OFFICE

The Contractor shall maintain a Central Administrative Office (CAO) within the State of California to provide administration, coordination, and monitoring of, as well as staffing for, a program of consumer rights advocacy services. The Contractor may use administrative support personnel from its parent corporation to provide administrative services such as human resources and accounting.

1. The CAO shall be appropriately staffed with administrative personnel; clients' rights advocates; and support personnel required to fulfill the contract functions and responsibilities during normal business hours.

2. The State will not provide office space, furnishings, supplies, or equipment for the CAO functions.

C. REGIONAL CENTERS CLIENTS' RIGHTS OFFICES

1. The Contractor shall establish and maintain offices convenient and accessible to the 21 RCs throughout California to provide clients' rights advocacy services.

2. The Contractor shall have at least one (1) staff member, or the functional equivalent thereof, who is assigned on a full-time basis to fulfill the duties of the clients' rights advocate providing services for individuals with developmental disabilities who are applicants for, or service recipients of, the 21 RCs.

3. The State and RC's will not be required to provide office space or furnishing equipment for the Contractor's clients' rights advocates serving the 21 RCs throughout California. However, the Contractor may negotiate with individual RCs for office space at the RC location. The Contractor shall include this agreement in the agreement developed pursuant to Exhibit A, paragraph 13, B.

D. PURCHASE OF EQUIPMENT

All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this contract and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof Contractor shall submit a list of such equipment in accordance with the instructions and format
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALTA CALIFORNIA REGIONAL CENTER
AND
THE OFFICE OF CLIENTS' RIGHTS ADVOCACY
(REVISED APRIL 25, 2017)

In recognition of the importance of the provision of advocacy services to the clients of Alta California Regional Center (hereafter ACRC) and in a spirit of cooperation in the implementation of Welfare and Institutions Code section 4433, which established the statewide Office of Clients' Rights Advocacy (hereafter OCRA), ACRC and OCRA hereby agree to the following Memorandum of Understanding (hereafter MOU).

A. General Provisions.

1. OCRA and ACRC shall comply with all applicable state, federal, departmental and regional center laws, contracts, and MOU’s governing the protection of clients’ rights.

2. Nothing in this MOU is or shall be construed to alter or modify in any way the Master Contract between OCRA and the Department of Developmental Services (hereafter DDS) nor the Master Contract between ACRC and DDS.

3. The terms of this MOU may not be altered at any time without the consent of both parties.

   a. If either party wishes to alter the terms of this MOU, 60 days' notice of the proposed alteration(s) shall be given to the other party.

   b. Reasonable efforts will be made by both parties to negotiate requested changes in the MOU. Refer to A.6.b, c, and d for the process to follow.
4. OCRA and ACRC shall exchange agency organizational charts annually.

5. Information concerning clients shall be released by ACRC to OCRA upon receipt of a written release of information from the client, conservator, guardian, or authorized representative. In an emergency situation, records receipt shall be expedited.

OCRA will be reasonable in requesting case records, asking only for records actually needed.

6. ACRC shall participate in the hiring of the Clients' Rights Advocate (hereafter CRA) pursuant to the memo dated October 3, 1998, re Regional Center Involvement in the Hiring of OCRA CRA’s.

7. Disputes regarding the provision of advocacy services by the CRA shall be resolved as follows:

a. Negotiation between the assigned ACRC Service Coordinator and the CRA. If a mutually agreeable resolution is not reached, then,

b. Negotiation between the ACRC Client Service Manager and the CRA. If a mutually agreeable resolution is not reached, then,

c. Negotiation with Supervising CRA from OCRA and the appropriate ACRC Director. If a mutually agreeable resolution is not reached, then,

d. Negotiation between the Executive Director of ACRC or her/his designee and the Director of OCRA. If a mutually agreeable resolution is not reached, then

e. Negotiation between the Executive Director of the ACRC and the Executive Director of Disability Rights California (hereafter DRC).
8. The CRA will attend trainings events conducted by ACRC, as mutually agreed and approved by the Executive Director of ACRC and/or her/his designee. ACRC staff will attend training events conducted by OCRA, as mutually agreed upon by the CRA and Supervising CRA.

9. Designated staff from both OCRA and ACRC shall meet to review general issues of mutual interest and the services provided by OCRA to ACRC clients and their families, on a quarterly basis.

B. Specific Provisions:

1. OCRA shall provide the following:

   a. One full-time CRA will be situated at the Sacramento office of Disability Rights California at 1831 K Street, Sacramento, California. One full-time Assistant CRA shall be situated at the same location.

   b. The CRA will attend ACRC meetings as appropriate and mutually agreed upon in advance between the parties, such as vendor meetings or presentations at ACRC new employee Orientations. OCRA will coordinate with ACRC’s Training Coordinator.

   c. The CRA may submit articles for the ACRC website regarding topics of interest as identified and mutually agreed upon by the CRA and the ACRC Executive Director or her/his designee. ACRC may edit the articles, but OCRA will be notified and approve of any changes before publication.

   d. If the regular CRA or Assistant CRA is absent on vacation or sick leave, advocacy services will be provided by OCRA by telephone from OCRA’s Sacramento (1-800-390-7032) or Los Angeles (1-866-833-6712) offices.
2. Priorities for OCRA’s services are:

   a. Provide consultation and assistance to clients as necessary to obtain generic services, including, but not limited to, Medi-Cal, In-Home Support Services (IHSS), Special Education, SSI/SSP, and other benefits to which clients are entitled by law.

   b. Assert and protect the rights of clients entering, residing in, or changing their dwellings, including placement in community care and health care licensed facilities, and state developmental centers or other locked facilities.

   c. ACRC will review the above listed priorities and provide changes as desired.

3. Protocol for handling the following shall be:

   a. **Title 17 Complaints:**

      Written memo from CRA to Executive Director or her/his designee and verbal discussion as soon thereafter as possible.

   b. **Complaints (4731):**

      OCRA shall verbally notify the Executive Director or designee in an initial attempt to resolve any 4731 complaint matter pursuant to authorization by the client to act as the client’s authorized representative in the complaint, and pursuant to authorization from the client for exchange of confidential client information with ACRC.

   c. **Fair Hearings (4700):**

      The OCRA CRA shall be identified on ACRC Notices of Proposed Action as available to provide advocacy assistance. The CRA shall verbally notify, if appropriate, the Executive Director or designee in an initial attempt to
4502. Persons with developmental disabilities have the same legal rights and responsibilities guaranteed all other individuals by the United States Constitution and laws and the Constitution and laws of the State of California.

No otherwise qualified person by reason of having a developmental disability shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, which receives public funds.

It is the intent of the Legislature that persons with developmental disabilities shall have rights including, but not limited to, the following: (a) A right to treatment and habilitation services and supports in the least restrictive environment. Treatment and habilitation services and supports should foster the developmental potential of the person and be directed toward the achievement of the most independent, productive, and normal lives possible. Such services shall protect the personal liberty of the individual and shall be provided with the least restrictive conditions necessary to achieve the purposes of the treatment, services, or supports. (b) A right to dignity, privacy, and humane care. To the maximum extent possible, treatment, services, and supports shall be provided in natural community settings. (c) A right to participate in an appropriate program of publicly supported education, regardless of degree of disability. (d) A right to prompt medical care and treatment. (e) A right to religious freedom and practice. (f) A right to social interaction and participation in community activities. (g) A right to physical exercise and recreational opportunities. (h) A right to be free from harm, including unnecessary physical restraint, or isolation, excessive medication, abuse, or neglect. (i) A right to be free from hazardous procedures. (j) A right to make choices in their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way they spend their time, including education, employment, and leisure, the pursuit of their personal future, and program planning and implementation.

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

Spectrum Institute
Disability and Abuse Project
www.disabilityandabuse.org
WELFARE AND INSTITUTIONS CODE - WIC
DIVISION 4.7. PROTECTION AND ADVOCACY AGENCY [4900 - 4906] (Division 4.7 added by Stats. 1991, Ch. 534, Sec. 7.)

CHAPTER 1. Definitions [4900 - 4906] (Chapter 1 added by Stats. 1991, Ch. 534, Sec. 7.)

4902. (a) The protection and advocacy agency, in protecting and advocating for the rights of people with disabilities, pursuant to the federal mandate, may do all of the following:

(1) Investigate any incident of abuse or neglect of any person with a disability if the incident is reported to the protection and advocacy agency or if the protection and advocacy agency determines there is probable cause to believe the abuse or neglect occurred. This authority shall include reasonable access to a facility or program and authority to examine all relevant records and interview any facility or program service recipient, employee, or other person who might have knowledge of the alleged abuse or neglect.

(2) Pursue administrative, legal, and other appropriate remedies or approaches to ensure the protection of the rights of people with disabilities.

(3) Provide information and training on, and referral to, programs and services addressing the needs of people with disabilities, including information and training regarding individual rights and the services available from the protection and advocacy agency.

(b) The protection and advocacy agency shall, in addition, have reasonable access to facilities or programs in the state that provide care and treatment to people with disabilities, and access to those persons.

(1) The protection and advocacy agency shall have reasonable unaccompanied access to public or private facilities, programs, and services, and to recipients of services therein, at all times as are necessary to investigate incidents of abuse and neglect in accord with paragraph (1) of subdivision (a). Access shall be afforded, upon request, to the agency when any of the following has occurred:

(A) An incident is reported or a complaint is made to the agency.

(B) The agency determines there is probable cause to believe that an incident has or may have occurred.

(C) The agency determines that there is or may be imminent danger of serious abuse or neglect of an individual with a disability.

(2) The protection and advocacy agency shall have reasonable unaccompanied access to public and private facilities, programs, and services, and recipients of services therein during normal working hours and visiting hours for other advocacy services. In the case of information and training services, access shall be at times mutually agreeable to the protection and advocacy agency and facility management. This access shall be for the purpose of any of the following:

(A) Providing information and training on, and referral to programs addressing the needs of, individuals with disabilities, and information and training on individual rights and the protection and advocacy services available from the agency, including, but not limited to, the name, address, and telephone number of the protection and advocacy agency.

(B) Monitoring compliance with respect to the rights and safety of residents or service recipients.

(C) Inspecting, viewing, and photographing all areas of the facility or program that are used by residents or service recipients, or that are accessible to them.

(c) If the protection and advocacy agency's access to facilities, programs, service recipients, residents, or records covered by this division is delayed or denied by a facility, program, or service, the facility, program, or service shall promptly provide the agency with a written statement of reasons. In the case of denial of access for alleged lack of authorization, the facility, program, or service shall promptly provide to the agency the name, address, and telephone number of the legal guardian, conservator, or other legal representative of the individual with a disability for whom
authorization is required. Access to a facility, program, service recipient, resident, or to records, shall not be delayed or denied without the prompt provision of a written statement of the reasons for the denial.

(d) The protection and advocacy agency may not enter an individual residence or apartment of a client or his or her family without the consent of an adult occupant. In the absence of this consent, the protection and advocacy agency may enter only if it has obtained the legal authority to enforce its access authority pursuant to legal remedies available under this division or applicable federal law.

(e) A care provider, including, but not limited to, any individual, state entity, or other organization that is required to respond to these requests, may charge a reasonable fee to cover the cost of copying records pursuant to this division that may take into account the costs incurred by the care provider in locating, identifying, and making the records available as required pursuant to this division. Charges for copying records that would otherwise be available to the protection and advocacy agency or the person with a disability whose records are requested, under other statutes providing for access to records, may not exceed any rates for obtaining copies of the records specified in the applicable provisions.

(Amended by Stats. 2003, Ch. 878, Sec. 6. Effective January 1, 2004.)
§ 50530. Denial of Rights.
17 CA ADC § 50530
BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

§ 50530. Denial of Rights.

(a) Except as provided in this article, no right specified in Section 50510 shall be denied any client. In the absence of a court order, the terms of which expressly provide for limitation of a particular right to which a given client is otherwise entitled, no right contained in Section 50510 shall be denied unless there is full compliance with this article. Only those rights listed in Section 50510(b), (1) through (7), may be denied pursuant to this article.

(b) Only the professional person in charge of the facility or his designee may deny a right for good cause. The name of the professional person in charge of the facility, for the purposes of this article, shall be on file at the facility. If a designee of the professional person in charge of the facility is authorized to deny rights for good cause, a written formal designation naming the designee shall be signed by the professional person in charge of the facility and shall be on file at the facility.

(c) Good cause for the denial of any right in Section 50510(b), (1) through (7), inclusive, exists only when the professional person in charge of the facility, or his duly authorized designee, makes an express finding that:

1. The exercise of the specific right sought to be denied would be injurious to the individual otherwise entitled to exercise it; or
2. There is evidence that the specific right sought to be denied if exercised by that individual, would seriously infringe on the rights of others; or
3. The institution or facility would suffer serious damage to the physical plant if the specific right is not denied; and
4. There is no less restrictive means of protecting the specific interest listed in (1), (2), or (3) of this subsection.

(d) The reason used to justify the denial for good cause of any right must be related to the specific right denied. A right shall not be withheld or denied as a punitive measure, nor shall any right be considered a privilege to be earned.

(e) A treatment modality, approach or plan shall not constitute good cause for the denial of any right specified in this subchapter.

(f) A right shall not continue to be denied when the good cause for its denial no longer exists. Each denial for good cause shall be reviewed at a minimum of each thirty (30) days, beginning from the first date when the denial takes place, for assessment of the continued validity of the good cause upon which the denial is predicated. Upon expiration of the good cause, any denied right shall be promptly reinstated. At each review a specific finding shall be made that the good cause for continuing the denial exists, including that it is still the least restrictive means, or the denial shall terminate.

(g) At the time any good cause denial commences, the person who is being denied any right shall be informed of the right to appeal the denial decision either by way of the complaint process established by Section 50540 of this subchapter or by way of a fair hearing as provided in Welfare and Institutions Code Sections 4700-4725. If the person is unable to comprehend such information, the notification of the right to appeal shall be made to such person's parent or guardian, if a minor, conservator, personal or legal representative.

(h) When, for good cause as defined in this section, the professional person in charge of the facility proposes to deny any right to any person who is lawfully entitled to leave the facility at will, the professional person in charge of the facility shall first advise such person or, if the person is unable to comprehend, the person's parent or guardian, if a minor, conservator, personal or legal representative, of the right to elect to leave the facility without submitting to the proposed denial or to submit to the denial but appeal its basis. In no case shall any person who is lawfully entitled to leave the facility at will have any right denied him without first being advised of this right of choice.

(i) Waiver of any right guaranteed by this subchapter must be knowing, intelligent, voluntary and made by the person to whom the right legally devolves. No waiver is valid unless it satisfies these elements, is in writing, and is approved by signature of the clients'
rights advocate having responsibility for the facility. The clients' rights advocate of the regional center in whose service catchment area the facility is located is the responsible party for all community care and health facilities other than state hospitals.


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17 CCR § 50530, 17 CA ADC § 50530
§ 50510. Application of This Subchapter.

Each person with a developmental disability, as defined by this subchapter, is entitled to the same rights, protections, and responsibilities as all other persons under the laws and Constitution of the State of California, and under the laws and the Constitution of the United States. Unless otherwise restricted by law, these rights may be exercised at will by any person with a developmental disability. These rights include, but are not limited to, the following:

(a) Access Rights.

(1) A right to treatment and habilitation services. Treatment and habilitation services shall foster the developmental potential of the person. Such services shall protect the personal liberty of the individual and shall be provided under conditions which are the least restrictive necessary to achieve the purposes of treatment.

(2) A right to dignity, privacy, and humane care.

(3) A right to participate in an appropriate program of publicly-supported education, regardless of the degree of handicap.

(4) A right to religious freedom and practice, including the right to attend services or to refuse attendance, to participate in worship or not to participate in worship.

(5) A right to prompt and appropriate medical care and treatment.

(6) A right to social interaction and participation in community activities.

(7) A right to physical exercise and recreational opportunities.

(8) A right to be free from harm, including unnecessary physical restraint, or isolation, excessive medication, abuse or neglect. Medication shall not be used as punishment, for convenience of staff, as a substitute for program, or in quantities that interfere with the treatment program.

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

(10) A right to advocacy services, as provided by law, to protect and assert the civil, legal, and service rights to which any person with a developmental disability is entitled.

(11) A right to be free from discrimination by exclusion from participation in, or denial of the benefits of, any program or activity which receives public funds solely by reason of being a person with a developmental disability.

(12) A right of access to the courts for purposes including, but not limited to the following:

(A) To protect or assert any right to which any person with a developmental disability is entitled;

(B) To question a treatment decision affecting such rights, once the administrative remedies provided by law, if any, have been exhausted;

(C) To inquire into the terms and conditions of placement in any community care or health facility, or state hospital, by way of a writ of habeas corpus, and

(D) To contest a guardianship or conservatorship, its terms, and/or the individual or entity appointed as guardian or conservator.
(b) Personal Rights. Each person with a developmental disability who has been admitted or committed to a state hospital, community care facility, or health facility shall have rights which include, but are not limited to, the following:

1. To keep and be allowed to spend one's own money for personal and incidental needs.
2. To keep and wear one's own clothing.
3. To keep and use one's own personal possessions, including toilet articles.
4. To have access to individual storage space for one's private use.
5. To see visitors each day.
6. To have reasonable access to telephones, both to make and receive confidential calls, and to have calls made for one upon request.
7. To mail and receive unopened correspondence and to have ready access to letter-writing materials, including sufficient postage in the form of United States postal stamps.
8. To refuse electroconvulsive therapy ("ECT").
9. To refuse behavior modification techniques which cause pain or trauma.
10. To refuse psychosurgery. Psychosurgery means those operations currently referred to as lobotomy, psychiatric surgery, and behavioral surgery and all other forms of brain surgery if the surgery is performed for any of the following purposes:
   A. Modification or control of thoughts, feelings, actions, or behavior rather than treatment of a known and diagnosed physical disease of the brain.
   B. Modification of normal brain function or normal brain tissue in order to control thoughts, feelings, actions, or behavior.
   C. Treatment of abnormal brain function or abnormal brain tissue in order to modify thoughts, feelings, actions, or behavior when the abnormality is not an established cause for those thought, feelings, actions, or behavior.
11. Other rights as specified by administrative regulations of any federal, state, or local agency.

(c) Rights of State Hospital Residents. In addition to all of the other rights provided for in this subchapter, each person with a developmental disability who resides in a state hospital shall be accorded the following rights:

1. If involuntarily detained, to have access to a current and up-to-date copy of the California Welfare and Institutions Code. This right includes the right to have assistance from the Clients' Rights Advocate in the reading and understanding of the Code.
2. To give or withhold consent for treatments and procedures, in the absence of a judicial order or other provision of law which provides for the exercise of this right to devolve to another party.
3. To be provided with the amount of funds specified in Welfare and Institutions Code Section 4473 for personal and incidental use if, following the initial thirty (30) days of state hospital residency, the person is not receiving an amount of income for such use which is equal to or greater than the amount authorized by Section 4473.


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17 CCR § 50510, 17 CA ADC § 50510
§ 50540. Complaint Procedure.

(a) Each client or any representative acting on behalf of any client, who believes that any right to which the client is entitled has been abused, punitively withheld, or improperly or unreasonably denied, may pursue a complaint as provided in this section.

(b) Initial referral of any complaint taken pursuant to this section shall be to the clients' rights advocate responsible for the facility in which such person is a resident or of which such person is a client. Except for state hospitals, the responsible clients' rights advocate shall be the person assigned such duties by the regional center within whose service catchment area the facility is geographically located.

The clients' rights advocate shall, within ten working days of receiving a complaint, investigate the complaint and send a written proposed resolution to the complainant.

(c) If the complainant expresses dissatisfaction with the action taken or proposed by the clients' rights advocate, the complaint shall be referred, by the clients' rights advocate, within five (5) working days, to the director of the state hospital or of the regional center in whose service catchment area the facility is located.

(d) If the complaint is not resolved to the satisfaction of the complainant within ten (10) working days by the director of the state hospital or regional center, it shall be referred by that director to the Department of Developmental Services' clients' rights officer, whose responsibility it shall be to make a recommendation to the director of the State Department of Developmental Services for final administrative decision.


HISTORY

1. Amendment of subsections (b) and (d) and NOTE filed 2-25-92; operative 3-6-92 (Register 92, No. 12).

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17 CCR § 50540, 17 CA ADC § 50540