



Nursing Home Resident's Rights Under Federal Law

1. The Resident has a right to a dignified existence, self-determination, communication with and access to persons and services inside and outside the facility.
2. The Resident has a right to exercise his or her rights as a Resident of the Facility and as a citizen of resident of the United States.
3. The Resident has a right to be free of interference, coercion, discrimination, or reprisal from the facility in exercising his or her rights.
4. The resident has the right to be fully informed, in a language he or she can understand, of his or her total health status, including but not limited to, his or her medical condition.
5. The Resident has the right to refuse treatment and to refuse to participate in experimental research.
6. The Resident has the right to exercise his or her legal rights, including filing grievance with the State survey and certification agency concerning Resident Abuse, neglect, and misappropriation of Resident property in the Facility.
7. The Resident has the right to manage his or her financial affairs.
8. The Resident has the right to choose the attending physician.
9. The Resident has the right to be fully informed in advance about care and treatment and any changes in that care or treatment that may affect the Resident's well-being.
10. The Resident has a right to participate in planning his or her care and treatment or changes in care or treatment unless adjudged incompetent or otherwise found to be incapacitated under the laws of the State.
11. The Resident has the right to personal privacy and confidentiality of his or her personal and clinical records.
12. The Resident or Legal Representative has the right, upon oral or written request, to access all records pertaining to himself or herself, including clinical records, within twenty-four hours. After receipt of his or her records, the Resident or Legal representative has the right to purchase (at a cost not to exceed the community standard) photocopies of the records or any portions of them upon request and with two days advance notice to the Facility.
13. The Resident may approve or refuse the release of personal and clinical records to any individual outside the Facility except when:
 - a. The Resident is transferred to another health care institution.
 - b. Record release is required by law or third party payment contract.
14. The Resident has a right to voice grievances with respect to treatment or care that is not furnished, without discrimination or reprisal for voicing grievances.



15. The Resident has a right to prompt efforts by the Facility to resolve grievances, including those with respect to the behavior of other residents.
16. The Resident has a right to examine the results of the most recent survey of the Facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the Facility.
17. The Resident has a right to receive information from agencies acting as client advocates and be afforded the opportunity to contact the agencies.
18. The Resident has a right to refuse to perform services for the Facility.
19. The Resident has a right to agree to perform voluntary or paid services for the Facility if he or she desires, if there is no medical reason which would contradict the performing of the services, and if compensation for paid services is at or above prevailing rates.
20. The Resident has a right to privacy in written communications, including the right to send and receive mail promptly that is unopened. The Resident has the right of access to stationery, postage, and writing implements at the Resident's own expense.
21. The Resident has the right to immediate access to any of the following:
 - a. Any representative of the Secretary of the U.S. Department of Health and Human Services.
 - b. Any representative of the State.
 - c. The Resident's individual physician.
 - d. The State's Long-Term Care Ombudsman.
 - e. The agency responsible for the protection and advocacy system for mentally ill or developmentally disabled individuals.
 - f. Subject to the Resident's right to deny or withdraw consent at any time, immediate family or other relatives of the Resident or others who are visiting with the consent of the Resident.
 - g. Subject to reasonable restrictions and the Resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the Resident.
22. The Facility must provide reasonable access to any Resident by an entity or individual that provides health, social, legal, or other services to the Resident, subject to the Resident's right to deny or withdraw consent at any time.
23. The Resident has a right to have reasonable access to the private use of a telephone.
24. The Resident has a right to retain and use personal possessions, including some furnishings and appropriate clothing as space permits, unless to do so would infringe on the rights or health and safety of other residents.



25. The Resident has a right to share a room with his or her spouse when married Residents live in the same Facility and both spouses consent to the arrangement.
26. Each Resident has a right to self-administer drugs unless the Facility interdisciplinary team has determined for a particular Resident that this practice is unsafe.
27. The Resident has a right to be free from any physical restraints imposed or psychoactive drugs administered for the purpose of discipline or convenience and not required to treat the Resident's medical symptoms.
28. The Resident has the right to be free from verbal, sexual, physical or mental abuse, corporal punishment, and involuntary seclusion.
29. The Resident has a right to choose activities, schedules, and health care consistent with his or her interest, assessments, and plans of care.
30. The Resident has a right to receive advance notice of transfers or discharges of the Resident as required by law. The Resident has a right to receive notice before the Resident's room or roommate is changed. The Resident has the right to refuse a room transfer if the purpose is to move the Resident between a Medicare certified bed and a non-Medicare certified bed for purposes of Medicare eligibility.
31. The Resident has a right to organize and participate in Resident Groups in the Facility, and the Resident's family has the right to meet with families of other residents.
32. The Resident has a right to participate in social, religious, and community activities that do not interfere with the rights of other residents.
33. The Resident has a right to reasonable accommodation of individual needs and preferences except where the health or safety of the Resident or other Residents would be endangered.
34. The Resident has a right and the freedom to choose his or her attending physician in accordance with applicable law and subject to the physician's compliance with all applicable laws and reasonable rules and regulations of the Facility.

Facility may not require a third party guarantor of payment ("Agent") to sign the admission agreement as a condition of admission or continued stay. However, Facility may require an individual who has legal access to Resident's income or resources available to pay for Resident's care ("Agent") to sign the admission agreement, without incurring personal financial liability, to agree to provide payment to Facility from Resident's income or resources. Facility will inform Resident, verbally and in writing at the time of admission, of the Resident's rights during his or her stay in Facility, in a language that the Resident understands, and will notify Resident of any changes made to these rights.