

**YOUR RIGHTS AND RESPONSIBILITIES AS A  
NURSING HOME RESIDENT IN NEW YORK STATE**

The Facility presents this Rights and Responsibilities document with the expectation that observation of these rights and responsibilities by residents will enhance the quality of life for all of us living in, working in, or visiting the Facility.

This Facility is a smoke-free facility. No individual may smoke on the premises. This policy applies to all residents, family members, visitors, and staff on a twenty-four hours, seven days a week basis.

#### GENERAL STATEMENT OF RESIDENT RIGHTS:

*As a nursing home resident, you have the right to:*

- Dignity, respect, and a comfortable living environment
- Quality of care and treatment without discrimination
- Freedom of choice to make your own, independent decisions
- The safeguard of your property and money, in accordance with applicable policies
  - Information about admission, transfer, and discharge
  - Privacy in communications
- Participate in organizations and activities of your choice
  - An easy to use and responsive complaint procedure
  - Exercise all of your rights without fear of reprisal

#### LIFE AT THE FACILITY/RESIDENT RIGHTS:

You have the following rights as a resident of this Facility:

1. To appoint a physician of your choice as your physician if he/she is currently credentialed to practice at Facility as well as licensed and currently registered to practice medicine in New York State. The Facility will inform you prior to admission that your physician or dentist must be affiliated/credentialed with the Facility in order to practice there and will promptly respond to requests by your personal attending physicians or dentists to be approved to attend to you.

2. To be fully informed of these Rights and Responsibilities, in accordance with law. To be given a statement of the Facility's rules and regulations, and an explanation of your responsibility to obey all reasonable rules of the Facility and to respect the personal rights and private property of staff and other residents.

3. To be fully informed of services available in the Facility, and of related charges including any charges for services not covered by sources of third-party payments or not covered by the Facility's basic per diem rate. To retain a copy of your Admission Agreement.

4. To be fully informed, verbally and in writing, at the time of admission and again at the time of transfer from the Facility for any reason, of the Facility's bed hold/bed reservation policy.

5. To be assured of adequate and appropriate medical care. To be fully informed, by a physician, of your health status. To choose and be given the name, address and telephone number of the physician in charge of your case. To have the opportunity to participate in your care plan and proposed treatment. To be informed, in advance, of changes to the plan of care. To be informed, in advance, of the care to be furnished and the type of caregiver or professional that will furnish care. To be informed in advance, by the physician or other practitioner or professional, of the risks and benefits of proposed care, of treatment and treatment alternatives or treatment options and to choose the alternative or option you prefer. To refuse to participate in experimental research. To refuse medication and treatment after being fully informed of and understanding the consequences of such actions.

6. To be transferred or discharged out of this Facility only for medical reasons, or for your welfare or that of other residents, or for non-payment (except as prohibited by law), or other reasons permitted by law. To be given reasonable advance notice to ensure orderly transfer or discharge (if practicable), and such actions are documented in your medical record.

7. To be encouraged and assisted, throughout your period of stay, to exercise your rights as a resident and as a citizen of New York State and the United States including your right to vote. You may voice grievances to the Facility or other agency or entity that hears grievances without discrimination or reprisal and without fear of discrimination or reprisal. You have all legal rights to seek damages or other relief for deprivations or infringements of your right to adequate and proper treatment and care established by any applicable statute, rule, regulation or contract. To recommend changes in policies and services to Facility staff and/or to outside representatives of your choice, free from restraint, interference, coercion, discrimination, or reprisal and to obtain prompt efforts by Facility to resolve grievances, including those with respect to the behavior of other residents.

8. To participate in the Residents' Council of the Facility. The Council presents an opportunity to make recommendations concerning the Facility. The Facility will: (a) ensure that you receive Resident Council meeting notices and that you are given assistance in transport to and from meetings, if such assistance is needed; (b) describe and promote the function and organization of the Resident Council to maximize your participation; (c) after consultation with the Resident Council, assign to the Council a staff person who is acceptable to the members of the Resident Council; (d) ensure that members of the governing body make themselves available to hold meetings with representatives of the Resident Council at least three times a year to discuss matters contained in a jointly developed agenda; and (e) ensure that the QAPI ("Quality Assurance and Performance Improvement") Committee provides consultation on at least a quarterly basis with the Resident Council to seek recommendations in quality improvements.

9. To give an oral or written complaint or recommendation concerning the Facility to the Residents' Council liaison. A member of the Facility administration will respond to your concern within 21 days except under extraordinary circumstances such as health or administrative emergencies. You also have the right to voice your concerns to the New York State Department of Health on a twenty-four (24) hours per day, seven (7) days per week basis by contacting the Centralized Complaint Intake Unit, 875 Central Avenue, Albany, New York 12206, at 1-888-201-4563. For Ombudsman assistance you may contact the Office of the New York State Long Term Care Ombudsman, 2 Empire State Plaza, Albany, New York 12223, at 1-855-582-6769.

10. To be provided reasonable access by an entity or individual that provides health, social, legal or other services, subject to your right to deny or withdraw consent at any time.

11. The Facility will advise veterans and the spouses of veterans in writing of the contact numbers for the New York State Division of Veterans Affairs, the nearest Veterans Service Agency, and the nearest accredited Veterans Service Officer.

12. To manage your personal financial affairs. You are given at least a quarterly accounting of financial transactions made on your behalf should the Facility accept your written delegation of this responsibility.

13. To be free from verbal, mental, sexual or physical abuse. To be free from chemical and physical restraints except for the least restrictive alternative and for those restraints authorized in writing by a physician for a special and limited period of time or when necessary to protect you from injury to you or to others; or as are required by an emergency in which case the restraint may only be applied by appropriate medical personnel in order to ensure your health and safety and that of other residents, staff, and visitors of the Facility during the emergency. In the event of such an emergency, appropriate medical personnel will be contacted immediately to address the continued use or discontinuance of such restraints.

14. To retain, securely store and use your personal clothing and possessions - as space permits, unless to do so would infringe upon rights of other residents. When your personal belongings are accepted for storage by the Facility, such storage will be secure. You also have the right to locked storage space upon request in your room.

15. To be assured of confidential treatment of your personal and medical records. You may approve or refuse their release to any party outside the Facility, except, in the case of your transfer to another health care institution, or as required by law or third-party payment contract. To be provided by the Facility with access to personal and medical records pertaining to the resident, upon an oral or written request, in the form and format requested, if it is readily producible in such form and format, or, if not, in a readable hard copy form or such other form and format as agreed to by the Facility and the resident, in the time frame required by law. To be provided with the right to obtain a copy of records or any portions thereof upon written request and 48 hours' notice to the Facility. The Facility may impose a reasonable fee on the provision of copies, in accordance with all

applicable legal requirements. Except as otherwise permitted by law, the right to receive information in a form and manner the resident can access and understand, including in an alternative format or in a language that the resident can understand. Summaries that translate certain information described in the law may be made available to you as the resident at your request and expense in accordance with law.

16. To be treated with consideration, respect, and full recognition of your dignity and individuality, including privacy in treatment and in care for your personal needs.

17. To not be required to perform services for the Facility that are not included for therapeutic purposes in your plan of care. You have the right to perform services only when you can safely perform them and when your documented plan of care specifies the nature of the services performed and whether the services are voluntary or paid. You have the right to refuse to perform services for the Facility.

18. To associate and communicate privately with persons of your choice. You may join with other residents or individuals within or outside of the Facility to work for improvements in resident care. You may send and receive personal mail unopened, and have access at your expense to stationary, stamps and writing implements. You may receive letters, packages, and other materials delivered to the Facility through a means other than a postal service, including the right to privacy of such communications. You have the right to have reasonable access to and privacy in your use of electronic communications such as e-mail and video communications and for Internet research: (a) if such access is available to the Facility; (b) at your expense, if any additional expense is incurred by the Facility to provide you such access; and (c) as long as such use complies with Federal and State law. You may have reasonable access to the private use of a telephone, including TTY and TDD services – this includes the right to retain and use a cellular phone at your own expense.

19. To have visitors of your choosing from at least the hours of 10 a.m. to 8 p.m. every day, subject to your right to deny visitation when applicable, and in a manner that does not impose on the rights of another resident(s). You and your visitors shall be informed of the Facility's policy on the rights and responsibilities of visitors.

20. To meet with, and participate in activities of, social, religious and community groups at your discretion, unless medically contraindicated (as documented by your physician in your medical record). The Facility will encourage your voluntary choice of activities and assist you in the participation of all social activities in which you wish to engage by: transporting you to and from in-house activities as needed; encouraging you to participate in and helping maintain your involvement in community, religious, and/or social activities including the organization of trips outside the Facility; and posting a copy of the monthly activities schedule and providing you with a copy upon request.

21. To have privacy for visits by your spouse or partner. If you both are residents in the Facility, you are permitted to share a room, unless medically contraindicated (as documented by the attending physician in the medical record) or such sharing is not

practicable due to legal or regulatory requirements of the Facility. To share a room with a roommate of your choice when practicable.

22. To exercise your civil and religious liberties. Your right to independent personal decisions and knowledge of available choices shall not be infringed and the Facility shall encourage and assist in the fullest possible exercise of these rights.

23. To receive, upon request, kosher food or food products prepared in accordance with Hebrew orthodox religious requirements when you, as a matter of religious belief, desire to observe Jewish dietary laws. The Facility will provide assistance with eating and special eating equipment or assistive devices and utensils if needed.

24. To request and receive information on your specific assignment to a resident classification category as contained in the "Patient Categories and Case Mix Indices Under Resource Utilization Group (RUG) Classification System," "PDPM," or successor category or classification, including any reclassification.

25. To consent to, refuse, and/or discontinue medical treatment, and to make advance directives concerning your medical treatment which will become effective if you should lose your capacity to make such decisions in the future. Included as Advance Directives are: appointing an agent by use of the Health Care Proxy pursuant to Article 29-B of the New York Public Health Law; and, making a decision regarding a Do Not Resuscitate Order pursuant to Article 29-C of the New York Public Health Law, which are your rights under statute. Also included as an Advance Directive is recording your treatment wishes in a Living Will which has been recognized by New York Courts. Additionally, also included as an Advance Directive is the completion of a Medical Orders for Life-Sustaining Treatment ("MOLST") form, which is one way of documenting a resident's treatment preferences concerning life-sustaining treatment. The Facility will furnish to you, upon your request, a copy of the New York State Department of Health brochure entitled "Deciding About Health Care; A Guide for Patients and Families."

26. In the case of a resident who has not been adjudged incompetent by an applicable court, the right to designate a representative in accordance with law and any surrogate so designated may exercise the rights of the resident to the extent provided by law. The same-sex spouse of a resident will be afforded treatment equal to that afforded to an opposite-sex spouse if the marriage was valid in the jurisdiction in which it was celebrated. The resident representative has the right to exercise the resident's rights to the extent those rights are delegated to the representative. As the resident you retain the right to exercise those rights not delegated to a resident representative, including the right to revoke a delegation of rights, except as limited by law. If the Facility has reason to believe that a resident representative is making decisions or taking actions that are not in the best interests of a resident, the Facility shall report such concerns when and in the manner required by law.

27. In the case of a resident adjudged incompetent by an applicable court, your rights as a resident devolve to and are exercised by the resident representative appointed by law. The court-appointed resident representative exercises your rights as a resident to

the extent judged necessary by an applicable court, in accordance with law. In the case of a resident representative whose decision-making authority is limited by law or court appointment, you as the resident retains the right to make those decisions outside the representative's authority. Your wishes and preferences will be considered in the exercise of rights by the representative. To the extent practicable, you as the resident will be provided with opportunities to participate in the care planning process.

28. To receive notices orally and in writing in a format and language you understand.

29. To self-administer medications if the Interdisciplinary Care Team has determined that this practice is clinically appropriate for you.

30. To exercise rights without interference, coercion, discrimination, or reprisal from the Facility. To be free from interference, coercion, discrimination, or reprisal from the Facility in exercising rights and to be supported by the Facility in the exercise of rights.

31. To examine the results of the most recent federal or state survey of the Facility including any statement of deficiencies, any plan of correction in effect with respect to the Facility, and any enforcement actions taken. Results must be made available for examination in a place readily accessible to you.

32. To be informed immediately (except in a medical emergency) and have the Facility consult your physician and designated representative or an interested family member when there is:

1. An accident involving you that results in injury;
2. A significant improvement in your physical, mental, or psychosocial status, in accordance with generally accepted standards of care and services;
3. A need to alter treatment significantly; and/or
4. A decision to transfer or discharge you from the Facility.

33. The Facility will prominently display written information in the Facility and provide verbal and written information to residents and potential residents about: how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.

34. To be fully informed of the Facility's policies regarding resident funds and refunds, including the following:

(a) Upon discharge from the Facility, any outstanding bills will be paid from any prepaid amount. The balance of the prepayment and of the personal funds account will be refunded within thirty (30) days after termination of the Resident's stay, or in accordance with legal obligations. In the event of the resident's death, such refund may only be delivered to the individual, entity, or probate jurisdiction which is appointed to administer the Resident's estate, to the Department of Social Services upon an authorized claim, or as otherwise authorized or required by law.

(b) The Facility will deposit your funds in excess of \$50 in an interest-bearing account separate from any of the Facility's operating accounts. The Facility will make available to you or your designated representative your individual financial record within one business day of a request.

## RESPONSIBILITIES

You are expected to meet the following responsibilities:

1. To cooperate with the Facility to ensure you receive a physician visit at least once every thirty (30) days for the first ninety (90) days after admission and at least once every sixty (60) days thereafter and more often when medically indicated. You authorize Facility to arrange for another physician to examine you if (i) your personal or alternate physician is not available for the next scheduled visit, (ii) within seventy-two (72) hours of the date the scheduled visit was due or (iii) immediately when required by your medical condition. To cooperate with the Facility to ensure each such visit by your personal physician or alternate physician is made on a timely basis. You will pay the cost of all physician visits not covered by any third-party payor or insurance coverage.

2. To at all times be a good neighbor to other residents and staff; to respect the dignity, right of privacy, and personal property of others; and to endeavor to treat others with courtesy in a way you would like to be treated at all times.

3. To cooperate with your personal physician and members of the staff in following the personal care plan developed by your physician and the Interdisciplinary Care Team for you. To adhere to your diet prescribed by your physician and to understand that you may have medical problems when you do not follow your prescribed diet. To be as active and as involved as your medical condition will permit. You are encouraged to do as much as is possible.

4. To make appropriate provision for the handling of your financial affairs while you are a resident. To promptly pay or make arrangements for the paying of charges submitted by the Facility or your private physician. To cooperate with the Facility and/or your physician in applying for any Medicare, Medicaid, or insurance payment available to assist you in meeting your financial obligations to the Facility and your physician.

5. To assist the staff and the management of the Facility in keeping the Facility an attractive, safe and healthful place to live. To keep your personal areas neat and to cooperate with staff in keeping these areas clean and free of obstructions. To avoid placing personal items in a location that will interfere with use of medical equipment or will constitute a safety hazard.

6. To acknowledge this is a smoke-free Facility and to abide by the No Smoking policy.



7. To advise staff and other residents of spills or other unsafe areas.
8. To not overload the electrical circuits.
9. To notify the charge nurse or other appropriate nurse of the time that you will be leaving to visit outside the Facility and the approximate time you will be returning.
10. To aid staff by having your clothing marked, altered, or stored at home when not needed (families who wish to launder residents' laundry should arrange this with the charge nurse or other appropriate nurse).
11. To avoid collecting or storing food, drink, salt, pepper or sugar packets in your room.
12. To cooperate in making room changes when your needs or the needs of other residents make these changes necessary. You will be consulted about room changes and given prior notice, except in emergencies, and every effort will be made to accommodate your wishes but the final decision about room changes will be made by the Administrator. You can refuse to transfer to another room in the Facility if the purpose of the transfer is solely for the convenience of staff of the Facility.
13. To avoid using nursing station telephones for any personal calls.
14. To use discretion in the use of any radio, phonograph, television, or other similar electronic devices in your room and to respect the rights of other residents, particularly those sharing a room, and to respect the needs of others for peace and quiet at appropriate times.
15. The Facility will work with Residents, their representatives, and their family members to ensure the safety and availability of Residents' personal belongings, including cash and/or other personal items such as medical assistance devices, as detailed here. The Facility is not automatically liable for the loss of any of Residents' personal belongings regardless of whether the Facility is notified of their presence in the Facility. The Facility, however, must be notified of the presence of Residents' personal belongings in order for the Facility to appropriately safeguard those personal belongings. The Resident agrees to adhere to any plan proposed by the Facility to protect his or her personal belongings, which may include keeping high value property (cash, jewelry, medical devices, etc.), in the Facility's safe or other secure area when not in use. The Facility will not make the Resident's personal belongings essentially inaccessible to the Resident. The Resident agrees to keep a minimum of valuables in his or her room and to avoid leaving valuables in the open or unattended. The Facility shall follow all applicable federal and state laws and regulations, and its applicable policies, relating to the loss or damage of dentures.
16. To cooperate with the nursing staff. To avoid requesting or accepting nursing care from friends or relatives. Friends or relatives are not permitted to transfer a resident from chair to bed or vice versa.

17. Residents, relatives and friends agree on behalf of themselves and any other visitor for the Resident to refrain from bringing, installing, placing or using any audio and/or visual recording device, including but not limited to any listening device, smart phone, video recorder, web cam, or “Granny cam,” in the Facility or the Resident’s room, either hidden or in plain sight, without first receiving the consent of the Administrator of the Facility.

Residents, relatives and friends also agree on behalf of themselves and any other visitor for the Resident to further refrain from taking photographs or other images using cameras, smart phones, or other devices without consent from the Administrator of the Facility. The Facility wants Residents and their families and friends to be able to capture important memories, but it must also protect Residents’ rights to dignity and privacy as well as the rights of visitors and staff members.

18. Residents and their families or guests are prohibited from engaging in any solicitation for any purpose or any distribution of any kind on the premises. This rule is established to assure a peaceful atmosphere at the Facility. However, nothing herein shall be construed to prohibit residents or their relatives from discussing grievances on behalf of themselves or others and to recommend changes in the policies and services of the Facility to its staff or to government officials or to any other person.

19. You are responsible for adhering to all other reasonable rules and regulations of the Facility which are hereafter adopted for the health, safety, and comfort of the residents. Any such additional rule or list of house rules shall be posted in a conspicuous place at the Facility as appropriate.

20. Upon discharge you shall be responsible for the timely removal of all personal items. You and your Resident Designated Representative agree to remove all of your belongings before the Discharge time. Any items not removed from Facility within thirty (30) days of notice from Facility to remove personal items shall be deemed to be abandoned. Facility shall have the right to dispose of the items in any way including, but not limited to, the sale of such items.

21. Upon your death, the Designated Representative or Executor is asked to remove all of your personal belongings within 24 hours. Items remaining in the facility after 24-hours will be generally inventoried and moved to a secure location. Release of such items may be made to family members upon the delivery to Facility of a form prescribed by law or to the legal representative of the deceased upon delivery of Letters of Administration or Court Order appointing him/her Executor. Any personal items remaining in Facility thirty (30) days after notice is given by Facility for the removal of such items, shall be deemed to be abandoned. Facility shall have the right to dispose of such items in any way including, but not limited to, the sale of such items.

22. To comply with the Family Health Care Decisions Act and allow surrogate decision-making when you lack decision-making capacity and do not have a health care agent under a health care proxy. A surrogate is a spouse (if not legally separated from the

resident) or domestic partner; adult child; parent; adult sibling; or close friend, all as detailed in accordance with applicable law, as amended.

\*\*Failure to abide by and carry out these responsibilities may be grounds for discharge from the Facility under certain circumstances, in accordance with all legal requirements.