

- offer each SSI or SN recipient the opportunity to keep personal allowance funds in an account maintained by the facility.
- maintain complete records on your personal allowance account and upon request or at least quarterly, show or give you a statement that has all deposits, withdrawals, and the current balance in the account.
- allow you to review upon request Department-issued inspection reports, excluding any confidential attachments, for the most recent two-year period.
- encourage and assist residents in organizing and maintaining committees, councils or such other self-governing body as the residents may choose.
- maintain a system for accepting and responding to grievances and recommendations for changes or improvements in facility operations.
- allow you privacy in your room, subject to reasonable access by facility staff.
- allow you privacy in caring for your personal needs.
- neither physically restrain you nor lock you in a room at any time.
- allow you to leave and return to the facility and grounds at reasonable hours.
- neither require from you nor accept from you any gratuity (i.e. tip or gift) in any form for services provided or arranged for in accordance with law or regulations.

If you feel that any of these rights and protections are being violated

you may file a complaint with the NYSDOH Division of Adult Care Facilities/Assisted Living Surveillance at:

1-866-893-6772

(toll-free) or at
email: ACFinfo@health.ny.gov

Capital District Regional Office

875 Central Avenue
Albany, NY 12206

Central New York Regional Office

217 South Salina Street
Syracuse, NY 13202

Western Regional Office

335 E. Main Street, 1st Floor
Rochester, NY 14604

Metropolitan Area Regional Office

90 Church Street
New York, NY 10007



Department
of Health



Resident Rights, Protections & Responsibilities

in Certified Adult Care Facilities



Department
of Health

The Social Services Law gives you certain rights as a resident in an adult care facility.

You have the right:

- to receive courteous, fair and respectful care and treatment at all times, and not be physically, mentally or emotionally abused or neglected in any manner.
- to exercise your civil rights and religious liberties and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.
- to have private, written and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.
- to receive and send mail or any other correspondence unopened and without interception or interference.
- to present grievances or recommendations on your own behalf, or on the behalf of other residents, to the administrator or facility staff, the State Department of Health, other government officials or any other parties without fear of reprisal or punishment.
- to join with other residents or individuals inside or outside the facility to work for improvements in resident care.
- to confidential treatment of personal, social, financial and health records.

- to have privacy in treatment and in caring for personal needs.
- to receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services.
- to manage your own financial affairs.
- to not be coerced or required to perform work; and if you choose work, to receive fair compensation from the operator of the facility.
- to have security for any personal possessions if stored by the operator.
- to have recorded on the facility's accident or incident report your version of the events leading to the accident or incident.
- to object if the operator terminates your admission agreement against your will.

In addition, law and regulations provide other protections.

These important protections include requirements that the operator, administrator, staff or other agents of the operator:

- provide to you, before or at the time of the admission interview, a copy of the admission agreement, a copy and explanation of resident rights and protections, the listing of legal services

and advocacy agencies made available by the Department, and a copy of any facility rules relating to resident activities, and tell you of your obligation to comply with these rules.

- provide to you at least 30 days advanced notice of any change in the facility's rate or charges for supplemental services.
- provide to you, your next of kin or representative of your choice at least 30 days advanced notice of the facility's intention to terminate your admission agreement. The notice must indicate: the reason for termination; the date of termination; that you have a right to object to the termination of the admission agreement and discharge; that if you object, you may remain in the facility and the operator, in order to terminate, must begin a court proceeding; that you will not be discharged against your will unless the court rules in favor of the operator. At the time of notice, the operator must give you a list of agencies providing free legal and advocacy services within the local area of the facility.
- allow you to end your admission agreement, subject to the conditions for notice established in your Admission Agreement.
- guarantee that you keep from Supplemental Security Income (SSI) or Safety Net Assistance (SN) payments you receive, a personal needs allowance to buy any items the operator is not required to provide to you.