**Section 146.250 Resident Rights**

a) Residents shall be afforded all rights guaranteed under the Constitutions of the United States and the State of Illinois, federal, State and local statutes and the Department's administrative rules.

b) Residents shall be informed of all rights in conjunction with any contracted housing and services.

c) Department posters with the phone number of the Department's Complaint Hotline shall be posted on each floor of the SLF in a location accessible to all residents. Department brochures providing resident rights and phone number to the Complaint Hotline shall be made available to all residents and their families or designated representatives.

d) Long Term Care Ombudsman Program posters provided by the ombudsman shall be posted on each floor of the SLF in a location accessible to all residents.

e) Each resident shall have the right to:

1) Be free from mental, emotional, social, and physical abuse and neglect and exploitation;

2) All housing and services for which he or she has contracted and paid;

3) Have his or her records kept confidential and released only with his or her consent or in accordance with applicable law;

4) Have access to his or her records with 48 hours notice (excluding weekends and holidays);

5) Have his or her privacy respected;

6) Refuse to receive or participate in any service or activity once the potential consequences of refusal have been explained to the resident and the resident's designated representative, if requested by the resident. Refusal shall be documented in the service plan and reviewed no less than quarterly;

7) Arrange and receive non-Medicaid covered services not available from the contracted SLF service provider at the resident's expense so long as the resident does not violate conditions specified in the resident contract;

8) Remain in the SLF, forgoing recommended or needed services from the SLF or available from others. A resident electing to remain without recommended or needed services shall acknowledge that the decision was made against the advice of the SLF, family or health care professional and shall indemnify the SLF from any liability resulting from adverse outcomes specifically associated with the decision to forgo recommended service. The SLF shall retain the right to advise a resident that the right to remain in place is restricted, as explicitly stated in the resident contract. Such indemnity agreements shall be specific to the assumed risk negotiated and do not waive general obligations of providers;

9) Be free of physical restraints;

10) Control his or her time, space, and lifestyle to the extent the health, safety and well-being of others are not disturbed;

11) Consume alcohol and use tobacco in accordance with SLF policy specified in the resident contract and any applicable statutes;

12) Have visitors of his or her choice to the extent the health, safety and well-being of others are not disturbed and the provisions of the resident contracts are upheld;

13) Have roommates only by resident choice;

14) Be treated at all times with courtesy, respect and full recognition of personal dignity and individuality;

15) Make and act upon decisions (except those decisions delegated to a legal guardian) so long as the health, safety and well-being of others are not endangered by his or her actions;

16) Participate in the development, implementation and review of his or her service plans;

17) Maintain personal possessions to the extent they do not pose a danger to the health, safety and well-being of the resident and others;

18) Store and prepare food in his or her apartment to the extent the health, safety and well-being of the resident and others is not endangered and provisions of the resident contract are not violated;

19) Designate or accept a representative to act on his or her behalf;

20) Not be required to purchase additional services that are not part of the resident contract;

21) Not be charged for additional services unless prior written notice is given to the resident of the amount of the charge; and

22) Be free to file grievances pursuant to Section 146.260 and be free from retaliation from the SLF.

(Source: Amended at 33 Ill. Reg. 11803, effective August 1, 2009)