***Welcome: ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit: \_\_\_\_\_\_\_\_\_\_***

**ADMISSIONS CHECKLIST FOR NEW RESIDENT OF EPIPHANY ASSISTED LIVING**

Please **initial** the following items upon completion of:

\_\_\_\_\_ Financial Paperwork

\_\_\_\_\_ Resident Contract Reviewed and Signed

\_\_\_\_\_ Meal/Food Plan Chosen

\_\_\_\_\_ Bill of Rights Handout given

\_\_\_\_\_ UDALSA Handout given

\_\_\_\_\_ Fee Schedule Reviewed in Contract

\_\_\_\_\_ Representative Designation reviewed and chosen

\_\_\_\_\_ New Resident Handbook Handout given

\_\_\_\_\_ Assessment and charge upon Admission (invoiced)

\_\_\_\_\_ Service Plan (copy in housing and nursing) Signed

\_\_\_\_\_ Person Centered Planning (Inform activities) Completed

\_\_\_\_\_ POA paperwork (copy in housing and nursing) Completed

\_\_\_\_\_ Dementia Care Policies for those moving into MC (ONLY FOR MC RESIDENTS)

\_\_\_\_\_ 911 documents at phone location in apartment

\_\_\_\_\_ Security Deposit Procured

\_\_\_\_\_ Rent invoice for current month of move in

\_\_\_\_\_ Electronic Monitoring and Surveillance Reviewed

I acknowledge I have been provided with the above handouts and have reviewed them. By initialing the items above I acknowledge my understanding of the policies and resident information has been discussed and if I have any questions regarding the information provided, I will contact the Admissions Office, Nursing Office or the Licensed Assisted Living Director for assistance.

Print Name of Resident/and or Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
|  |

**Assisted Living with Dementia Care**

**License No.: 30688**

**10955 Hanson Blvd.**

**Coon Rapids, MN 55433**

**763-755-0320**

**SUMMARY OF IMPORTANT TERMS**

**Resident: Effective Date:**

 **Occupancy Date:**

 **Service Start Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Apartment No.:**

|  |  |
| --- | --- |
| **Designated Representative (Name/Contact)** | **Legal Representative (Name/Contact)** |
|     |     |

*Resident declines to name a Designated Representative, Resident please initial here:*

**Term:** Month-to-Month

**Fees: Initial Amount:**

Resident Monthly Rent: $

Service Level: $

Monthly Base Fee: (Care Management Fee) $ \_\_\_\_\_\_\_\_\_\_\_

Phone Charges: $

Cable Charges: $ \_\_\_\_\_\_\_\_\_\_\_

Meal Plan: $

Medication Plan: $ \_\_\_\_\_\_\_\_\_\_\_

 **Total Monthly Fees:** $

**Prorated Rent Base Fee First Due:**  , 20

 *Late fees may apply.*

**Meal Plan Fees First Due:**  , 20

 *Late fees may apply.*

**One-Time Fees (due on signing):**

Cable Hook Up: $

Rental Fee: $\_\_\_\_\_\_\_\_\_\_\_

Assessment fee: $ \_\_\_\_\_\_\_\_\_\_\_

Security Deposit: $

 **Total One-Time Fees:** $

MN LTCC Verification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Initial Service Plan finalized and placed in Resident file:**  / /

*check here if receiving Included Services only:* □

*(Rent may be subject to change as determined by terms of county contract, if applicable).*

1. **PARTIES TO THE CONTRACT**

Epiphany Assisted Living, LLC (referred to as “Provider” or “Epiphany Assisted Living”) is an Assisted Living Facility with dementia care licensed by the Minnesota Department of Health (“MDH” or “Department”). Epiphany Assisted Living is an equal opportunity provider of housing and

assisted living services. Under the Assisted Living License of Epiphany Assisted Living, Epiphany Assisted Living provides both the housing and assisted living services described in this Assisted Living Contract. The LALD and the above-referenced agents remain the appropriate individuals to contact concerning all services provided under this Assisted Living Contract.

This Contract has been prepared for the aforementioned Resident, who has chosen to become a resident at Epiphany Assisted Living, and is between Epiphany Assisted Living and Resident and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Resident’s Responsible Person, legal guardian, conservator or power of attorney acting on Resident’s behalf and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Resident’s Guarantor. For purposes of this Contract and all addendums and amendments thereto, a “Responsible Person” is an individual who agrees to pay Provider, either on behalf of Resident or personally, for charges incurred by Resident. Responsible Person agrees to be liable for the same.

Epiphany Assisted Living requires that Resident provide it with copies of all legal papers under which someone else becomes responsible for Resident, Resident’s finances, decision-making, or other functions. Resident is also required to provide current copies of these documents whenever changes are made. In addition, Provider requires that Resident complete, and update as needed, the Emergency Information forms that will be kept with Resident’s records in case of need. Resident should include in this information the identity of a Designated Representative for the purposes described below.

Throughout this Contract and any and all addendums and amendments thereto, any reference to Resident, “you” and “your” applies to Resident, Resident’s Responsible Person, legal guardian, conservator, power of attorney and Resident’s Guarantor (if applicable).

1. **IMPORTANT CONTACT INFORMATION REQUIRED:**

|  |  |
| --- | --- |
| **Facility:**Epiphany Senior Citizens Housing Corp.10955 Hanson BlvdCoon Rapids, MN 55433763-755-0320**Licensed Assisted Living Director (“LALD”) Person authorized to accept service of notices and orders:**Caroline LaCoursiere10955 Hanson BlvdCoon Rapids, MN 55433763-755-0320 | **Assisted Living Licensee:**Epiphany Assisted Living, LLC10955 Hanson BlvdCoon Rapids, MN 55433763-755-0320**HFID No.: 30688** |
| **Authorized Managing Agent:** Caroline LaCoursiere10955 Hanson BlvdCoon Rapids, MN 55433763-755-0320 | **Contracted Outside Service Provider:**  |

1. **WELCOME**

Welcome to Epiphany Assisted Living. Thank you for selecting our housing and assisted living services. Now that you have decided to become a Resident in our building, the next step is to complete this Assisted Living Contract (“Contract”), which is a requirement of Minnesota law.

This Contract gives us permission to provide certain residential and assisted living services to you and at the same time indicates both of our responsibilities in maintaining the standard of care. By signing this Contract, you, and Epiphany Assisted Living both agree to comply with its terms. You understand that Epiphany Assisted Living is relying upon the provisions contained in this Contract in agreeing to allow you residency at Epiphany Assisted Living.

1. **TERM**

This Contract will be effective on a month-to-month basis and will automatically renew the first day of each month unless you or we terminate the Contract as described below.

1. **INSURANCE**

Provider will maintain appropriate levels and types of insurance covering the building and its contents. Because Provider does not maintain insurance covering the contents of residents’ Apartment Units or storage lockers, Resident is strongly encouraged to carry appropriate levels of liability insurance covering both the contents of the Apartment Unit, as well as any injury to Resident or Resident’s guests occurring within the Apartment Unit (this is usually called “renter’s insurance”). Resident acknowledges and understands that the lack of such insurance

coverage may result in personal loss to and/or liability of Resident. If Resident has waterbed, Resident must specifically ensure damage that may be caused by the same. Resident agrees to provide Provider with a certificate of insurance upon request.

Provider strongly recommends that Resident obtain insurance covering the contents of Resident’s Apartment Unit.

1. **SECURITY DEPOSIT**
2. **Payment of Security Deposit.** Upon execution of this Contract, Resident will pay a security deposit to Provider in the amount identified on the first page of this Contract. Provider will provide you with a receipt evidencing payment of the security deposit.
3. **Return of Security Deposit.** Provider will hold the security deposit paid by you until such time as your occupancy ceases. Provider will return the security deposit to you, with interest as required by Minnesota law, when you vacate the Apartment Unit. Monies reasonably necessary: (1) to remedy Resident defaults in the payment of rent or of other funds due to Provider pursuant to this Contract; or (2) to restore the Apartment Unit to its original condition, ordinary wear and tear excepted, may be withheld from the security deposit. In the event the cost of restoring or repairing your Apartment Unit exceeds the amount of your security deposit(s), Provider reserves the right to collect the remaining cost of repairs or restoration from you.
4. **Keys.** You have the right to privacy, including a lockable Apartment Unit. Provider will furnish all keys for the Apartment Unit rented at the time of occupancy. This will include one set per authorized Apartment Unit occupant. All keys shall be returned to Provider upon termination of this Contract. If you lose your Apartment Unit keys and need to replace them**, you will be charged a r**eplacement fee of $ 35.00. If you lose your front door key and require a replacement, you will be charged a front door key replacement fee of $125.00. Failure to return all keys will result in the above deduction amounts from your security deposit.

1. **FEES/MONTHLY PAYMENTS**
2. **Timely Payment for Rent and Services.** Resident agrees to timely pay Provider rent and all other charges for housing and assisted living services, Meal Plan(s) provided to you, including those charges billed to but not covered by third-party payors on or before the tenth (10th) day of each calendar month at 10955 Hanson Blvd., Coon Rapids, MN 55433. If the total amounts owed for rent and assisted living services are not paid by the tenth (10th) day of the month in which it is due, Resident will be assessed a service charge of $35.00. Provider will also access fee charged by bank or $35.00 for the return of any check(s) not paid by Resident’s bank for any reason. This late payment and returned check charges are service charges and are not to be construed as rent or interest. In the event payment is more than thirty (30) days overdue, Provider may charge interest at a rate not to exceed eight (8%) percent per year or as otherwise allowed under Minnesota law.
3. **Monthly Bill.** We will provide you with a monthly bill showing charges for the Monthly Base Fee and the fees for any Additional Services and Meal Plan(s) we provide to you. You agree to pay the entire billed amount. If you receive services from service providers who are not affiliated with us and do not have a contract with the Community, you understand that such services will not be included on your monthly bill from the Community and that

you are solely responsible for making separate financial and billing arrangements with those providers.

* 1. If you default in your payment obligations under this Contract, you agree to pay Provider all its costs and expenses of collection, including attorneys’ fees. If Provider initiates legal action to collect amounts in default under the Contract, Provider may, at its option, file or pursue such action through final judgment or settlement in the Court of Anoka County, Minnesota.
	2. The monthly rental amount and costs for services may be adjusted periodically by Provider by providing Resident with written notice of the new amount at least thirty (30) days prior to the rental/service fee adjustment date. This time may be shortened in the event there is a rate change through certain government and other third-party payor programs in which Provider participates and of which Resident is a beneficiary. Resident’s services fees may change at any time if due to a significant change in Resident’s condition or at the request of the Resident or Resident’s Responsible Person.
	3. In the event Epiphany Assisted Living determines you can no longer pay your current rent or service charges; Epiphany Assisted Living may require you to move to a different apartment or share an apartment. A transfer for this purpose will be initiated pursuant to the procedure outlined in Section III-9 below.
	4. Resident is responsible for paying rent even when Resident is absent from the Apartment Unit or Epiphany Assisted Living’s campus, including, but not limited to, times when Resident is on vacation or when Resident has been transferred temporarily to a skilled nursing facility or to an outside health care facility. Resident is not entitled to any discount from rent
	5. Failure of Provider to provide Resident with a bill does not negate Resident ‘obligation to timely pay his/her monthly rent and service charges.
1. **Attorney or Collection Fees.** If you default in your payment obligations under this Contract, you agree to pay Provider all its costs and expenses of collection, including attorneys’ fees. If Provider initiates legal action to collect amounts in default under the

Contract, Provider may, at its option, file or pursue such action through final judgment or settlement in the Court of Anoka County, Minnesota.

1. **Rental Adjustments**. The monthly rental amount and costs for services may be adjusted periodically by Provider by providing Resident with written notice of the new amount at least thirty (30) days prior to the rental/service fee adjustment date. This time may be shortened in the event there is a rate change through certain government and other third-party payor programs in which Provider participates and of which Resident is a beneficiary. Resident’s services fees may change at any time if due to a significant change in Resident’s condition or at the request of the Resident or Resident’s Responsible Person.
2. **Change in income.** In the event Epiphany Assisted Living or you determine you can no longer pay your current rent or service charges; Epiphany Assisted Living may require you to move to a different apartment or share an apartment. A transfer for this purpose will be initiated pursuant to the procedure outlined in Section III-9 below.

**8. TERMINATION BY RESIDENT**

1. **Termination by Resident.** You have the right to terminate this Contract by providing at least 30 days’ advance written notice to the person identified in Section 2 of this Agreement as authorized to accept service of notices and orders on behalf of the Community. The effective date of the termination must be the last day of a calendar month. To be effective, notice must be received by the last day prior to the beginning of the 30-day notice period.

If you terminate this Agreement for any reason (other than the ones described in the next paragraph) without giving 30 days’ advance written notice, you must pay the Monthly Base Fee to the Community for the entire 30-day notice period. If you vacate your Apartment, and we can lease it to another resident, and the new resident moves in prior to the expiration of the 30-day notice period, we will refund to you a pro-rated amount based on the number of days the Apartment is occupied during this period.

This notice period will be shortened to 14 days in the event, of the residents transfer to a facility offering a needed higher level of care than that provided at Landlord, or in the event of the resident’s death. The effective date of the termination must be the last day of a calendar month. To be effective, notice must be received by the last day prior to the beginning of the 30-day notice period.

1. **TERMINATION BY PROVIDER**

1. **Pre-Termination Meeting.** Prior to issuing a notice that Provider intends to terminate this Contract, Provider will schedule a meeting with Resident and Resident’s legal representative(s) and Designated Representative (if applicable) to discuss reasonable alternatives to termination, if available.
2. **General Provider Termination.** Provider reserves the right to terminate this Contract for any lawful reason, including the violation of any lawful provision of this Contract. Except in the case of an Expedited Provider Termination as described below and as otherwise permitted

by law, Provider will provide Resident with at least thirty (30) days prior written notice of its intent to terminate the Contract. Provider does not discriminate based on any legally protected personal characteristics, including disability.

1. **Expedited Provider Termination.** Provider may initiate an expedited termination of this contract if:
	* 1. the resident has engaged in conduct that substantially interferes with the rights, health, or safety of other residents.
		2. the resident has engaged in conduct that substantially and intentionally interferes with the safety or physical health of Provider staff, or management
		3. the resident has committed an illegal act listed in Minnesota Statutes Section 504B.171 that substantially interferes with the rights, health, or safety of other residents.
		4. You have engaged in conduct that substantially interferes with your own health or safety.
		5. Your assessed needs exceed the scope of services agreed upon in this Contract or offered at the Community as disclosed on the Uniform Checklist Disclosure of Services
		6. Extraordinary circumstances exist, causing us to be unable to provide you with the services necessary to meet your needs,
		7. even though the services are disclosed on the Uniform Checklist as available through the Community.
2. **Notice.** If Provider initiates an expedited termination for one of the reasons described above, Provider will provide Resident with at least fifteen (15) days prior written notice of its intent to terminate this Contract.
3. **Resident’s Default.** A default and breach of this Contract shall occur if Resident:
	* 1. Abandons the premises.
		2. Fails to make any payment of rent or for Assisted Living Services when due and payable under this Contract.
		3. Fails to vacate the Apartment Unit no later than the last day on which this Contract is effective.
		4. Fails to comply with any other term or condition of this Contract, including a failure to satisfy the Residency Requirements described in Section III-5, and such failure continues for ten (10) days after Resident receives written notice thereof from Provider.

In the event Resident fails to perform his/her obligations under this Contract and, after receiving reasonable notice of such breach, Resident fails to correct the same, Provider may terminate this Contract in accordance with Minnesota law and the procedures described above. If Resident refuses to vacate the Apartment Unit, Provider may proceed with a discharge action against Resident. Resident agrees to pay all costs and expenses associated with Provider’s efforts to enforce the Contract and to remove Resident from the property, including reasonable attorneys' fees. In the event Provider initiates a discharge action or other legal action, against Resident, Provider may, at its option, file or pursue such action through final judgment or settlement in Anoka County, Minnesota.

1. **Attorneys’ Fees.** Provider shall be entitled to recover all costs it incurs, including attorneys’ fees, in any action or proceeding to secure any rights under this Contract or to enforce any remedies available hereunder or at law.
2. **Resident’s Right to Appeal Termination**. You have the right under Minnesota Statutes Section 144G.54 to appeal the termination of this Agreement on the grounds provided in the statute.
3. **Procedure Upon Termination.** Upon termination of this Agreement, you agree to vacate the Apartment no later than the last day on which this Agreement is effective. You must leave the Apartment in as good a state or condition as it was in at the commencement of this Agreement, reasonable wear and tear excepted. If we previously gave you permission to make alterations to the Apartment, you agree to restore the Apartment to its original condition

at your expense. In the event you vacate the Apartment prior to termination of this Agreement, you will be responsible for paying the Monthly Base Fee for the remainder of the month in which you vacate the Apartment, as well as through the 30-day notice period discussed above.

1. **Abandonment of Personal Property.** If, after this Agreement is terminated, you fail to remove your personal property from the Apartment, you agree to continue paying the pro-rated portion of the Monthly Base Fee until such time as your personal property has been removed. We have sole discretion over whether to remove your abandoned personal property from the Apartment and store it elsewhere, and we reserve the right to sell or otherwise dispose of abandoned personal property as permitted by law. If we choose to do so, you agree to pay us for any costs we incur in storing and/or disposing of your abandoned personal property.
2. **NONRENEWAL OF AGREEMENT**

In addition to our right to terminate this Agreement or the services provided under this Agreement as described above, we may elect not to renew the Agreement by providing you with at least 60

days’ advance written notice of our intent not to renew and assistance with relocation planning as described in Minnesota Statutes Section 144G.53.

**11. EMERGENCY RELOCATION**

We may remove you from the Community in an emergency if doing so is necessary to meet your urgent medical needs or if you pose an imminent risk to the health or safety of another resident or Community staff member. An emergency relocation is not a termination of this Agreement.

1. **TRANSFERS WITHIN THE COMMUNITY**

In some circumstances, we may ask you or require you to relocate from your Apartment to another unit within the Community. This Section explains those circumstances, and when you have the right to consent to such a transfer. In some cases, a transfer fee may be required.

* + 1. **When a Transfer May be Requested or Required**. You may be asked to or required to transfer to another unit within the Community due to:
1. Conditions that have made your Apartment uninhabitable.
2. Your urgent medical needs.
3. A risk to the health or safety of another resident.
4. The curtailment of or reduction in services provided through the Community.
5. A capital improvement project at the Community.
6. [A change in how you pay for housing and services at the Community from private pay to housing support assistance under Minnesota Statutes Chapter 256I or medical assistance waivers under Chapter 256S.]

 B. **Notice of Proposed Transfer.** We will give you at least 30 days’ advance written notice if we propose to transfer you to a different unit within the Community except in the following circumstances, when such notice may be shorter:

1. Your Apartment has become uninhabitable.
2. The transfer is necessary due to your urgent medical needs; or
3. The transfer is necessary due to a risk to the health or safety of another resident.

C.**Consent to Transfer**. We must obtain your consent to a transfer unless:

1. Your Apartment has become uninhabitable; or
2. The Community is undergoing a change in operations (i.e., a curtailment or reduction in services or a capital improvement project).

Unless terminated as provided above, this Contract will be effective on a month-to-month basis and will automatically renew the first day of each month.

1. **REFERRALS**

In the event the Contract between Resident and Epiphany Assisted Living is terminated by Resident for any reason, and you desire assistance with locating a new residence, Provider will attempt to refer you to a suitable living environment. Provider will make referrals only. It will not conduct site visits, assist with moving, pay your costs associated with moving, etc.

You may also contact the Anoka County Community Health and Environmental Services Department at (763) 324-4200 for referral information. This Department may also provide you with information regarding your eligibility to participate in certain County programs providing financial relief.

1. **AVAILABILITY OF PUBLIC FUNDS/THIRD-PARTY PAYOR SOURCES**
2. **Available Third-Party Payor Programs.** Resident may be eligible to receive certain public funds to assist him/her in paying Resident’s rent and the cost of Resident’s assisted living Services. For example, Provider participates in certain programs through the State of Minnesota and Anoka County. These programs include Housing Support and Elderly/CADI Waiver. For additional information on the availability of public funds, contact Epiphany Assisted Living’s LALD.
3. **Responsibility to Apply for and Maintain Eligibility.** Resident will be responsible for applying for coverage under desired third-party payor payment programs, including but not limited to Housing Support and Elderly Waiver, and CADI Waiver, and for maintaining

eligibility under those programs. If Resident has been approved for one or more of these programs, Resident will provide Epiphany Assisted Living proof of eligibility and documentation reflecting Resident’s monthly responsibility. Epiphany Assisted Living is not Medicare certified.In addition, by signing this Contract, Resident’s Responsible Person agrees to be liable for all charges incurred by the Resident, to pay Epiphany Assisted Living in a timely manner, either on behalf of the Resident or personally, for such charges and to apply in a timely manner for coverage under applicable third-party payor programs, including those mentioned above, in the event the Resident is unable or refuses to do so. If Resident becomes eligible for coverage under applicable third-party payor programs, Responsible Person agrees to timely take all necessary actions to maintain Resident’s eligibility for coverage under the applicable program(s) in the event the Resident is unable or refuses to do so. Resident is responsible for the cost of his/her services during any absences, for any reason, up to three (3) days (72 hours).

1. **Housing Support.** Resident may be eligible to receive certain public funds to assist

him/her in paying for Resident’s rent/housing through Housing Support (formerly known as Group Residential Housing).

1. While funds received through Housing Support provide payment for rent, this program does not cover the cost of assisted living services provided to Resident by Epiphany Assisted Living or any other home health care service provider. However, as described below, Resident may be eligible for assistance with the cost of assisted living services through Elderly/Cadi Waiver.
2. Epiphany Assisted Living will provide up to twenty-two (22) Housing Support Apartment Units.
3. **Elderly/Cadi Waiver.** Epiphany Assisted Living is enrolled with the Minnesota Department of Human Services (“MDHS”) to provide customized living services under medical assistance waivers. Resident may be eligible to receive certain public funds to assist him/her in paying for Resident’s assisted living services through Elderly/Cadi Waiver.
	1. While funds received through Elderly/Cadi Waiver provide payment for assisted living services, these waivers do not cover the cost of rent. However, as described above, Resident may be eligible for assistance with the cost of rent through the Housing Support program. Also, if Resident is eligible for Medicare, he/she may be able to obtain Medicare-covered home care services through a Medicare-certified home care agency of Resident’s choice. If Resident is eligible for Elderly/Cadi Waiver, but not eligible for Housing Support, Resident must pay rent to Epiphany Assisted Living in the amount specified by the appropriate county as “rental allowance” or “other allowance.”
	2. Epiphany Assisted Living will provide up to twenty-two (22) Elderly/CADI Waiver Apartment Units.
4. **Additional Information on Third-Party Payor Programs.** For additional information

on the availability of public funds, contact Epiphany Assisted Living’s LALD. Resident may also contact the Anoka County Community Health and Environmental Services Department at (763) 324-4200. Finally, long-term care consultation services are available through Anoka County. Resident may initiate the intake process by contacting Anoka County Public Health Nursing intake at (763) 324-1450.

1. **HOUSING RELATED SERVICES INCLUDED IN THE MONTHLY RENT**

Epiphany Assisted Living includes all basic housing services or amenities identified below in the monthly rent. If Resident purchases or requires additional services after moving in, Epiphany Assisted Living will charge an additional fee based on the agreed upon services. Such services are described below. Pricing for services not included in rent may be found on the attached pricing sheet.

1. Apartment Unit
2. Fully sprinklered building
3. Use of Private dining room
4. Assistance with cutting food
5. Use of washer(s) and dryer(s)
6. Daily safety and comfort checks
7. Security Cameras in common areas
8. Call system monitored by on-site staff.
9. Registered nurse reachable by staff 24/7
10. On-site library, chapel, movie, and exercise room
11. Use and maintenance of the building and outside grounds
12. Ability to reserve designated common areas for private use
13. Assistance in coordination of appointments and transportation
14. Assistance in securing additional supportive and home care services.
15. Utilities – Water, Heat, Electricity, Sewer, Air Conditioning, Wi-fi and Trash Service
16. Social activities and recreational, wellness and educational programs as scheduled.
17. Up to three (3) sets of keys per Resident. Additional keys will require an additional Onsite staff accessible 24/7 to respond to requests for assistance with health and safety needs.
18. **ADDITIONAL SERVICES AVAILABLE THROUGH EPIPHANY ASSISTED LIVING AT AN ADDITIONAL FEE**

Epiphany Assisted Living is a State of MN. licensed Assisted Living provider and will provide Resident with home health services on Provider’s premises as needed at an additional charge to be discussed with Resident prior to initiating services. Services not included in the monthly rent but available from Provider for an additional charge include, but are not limited to, those items identified below.

Descriptions and pricing of Additional Services are included on our fee schedule and our Uniform Checklist Disclosure of Services, which discloses all the services we are licensed to provide and identifies which of those services we do provide.

* 1. Meal Plans
	2. Guest meals
	3. Nutritional snacks
	4. Additional meals
	5. Meal tray delivery
	6. Sick meal tray delivery
	7. Additional keys
	8. Guest Suites (IL site)
	9. Personal laundry service
	10. Carpet shampooing
	11. Beauty/barber services
	12. Community room rental
	13. Phone & long-distance charges
	14. Outdoor surface parking for one car
	15. Cable television hook-up and service
	16. Housekeeping including bed making
	17. Outside Activities when a fee is necessary
	18. Assisted living services described below, including non-emergency pendant calls via the emergency call system
1. **SERVICE PLAN**

If you require health or supportive services beyond those included in the Monthly Base Fee, a written service plan will be established for you and attached to this Agreement as (the “**Service Plan**”). The Service Plan, as revised from time to time to remain consistent with periodic nursing assessments, is incorporated in and considered part of this Agreement. **It is important that you understand that if your needs change over time while you reside at the Community such that you require additional health or supportive services from us, the amount you are required to pay each month will increase.**

**SERVICES NOT INCLUDED IN MONTHLY RENT BUT AVAILABLE THROUGH THIRD**

**PART PROVIDERS**

1. Transportation services
2. Additional cable and internet services
3. Physician services
4. Additional Physical therapy/hospice/home health care services not able to be provided by Epiphany Assisted Living
5. **OUTSIDE SERVICE PROVIDERS**

Resident is free to plan and secure arrangements for health-related and supportive services with the appropriate provider of Resident’s choice, regardless of whether Epiphany Assisted Living has a relationship with that provider. Resident is responsible for negotiating those arrangements and for payment. Epiphany Assisted Living encourages Resident to obtain services from appropriately licensed agencies and individuals. Outside service providers are required to comply with Provider’s visitor registration procedures. If the outside provider is not available Epiphany Assisted Living will not replace them without sufficient notice and service plan with Epiphany Assisted Living.

1. **RESIDENCY REQUIREMENTS**

You must always meet the following requirements to be a resident of the Community:

1. You must be able to live within the terms of this Agreement, either independently or with the assistance of supportive and/or health-related services.
2. The staffing level required for your care cannot compromise or require changes to the overall staffing level at the Community.
3. Your conduct while residing at the Community cannot create a danger to you, other residents, visitors, volunteers, or staff.

Failure to meet any one or more of the above requirements is a default under this Agreement. Upon receipt of notice of default, you agree to obtain additional services or assistance as needed to meet the Community’s residency requirements. If you become incapacitated and you do not have a legal representative, you hereby grant authority to the Community to apply to a court of competent jurisdiction for the appointment of a conservator or guardian to act on your behalf.

To ensure that each Resident is receiving the most appropriate services and care, Epiphany Assisted Living has established certain residency requirements. You must always meet the following requirements to be a resident of Epiphany Assisted Living. Your ability to function with or without limited assistance must be consistent with the services and care offered by Epiphany Assisted Living. Also, the staffing level required for your care cannot compromise or increase the overall staffing level

of the building. Finally, your conduct while residing at Epiphany Assisted Living cannot create a danger to yourself, other residents, visitors, volunteers, or staff.

Resident agrees that as a condition of residency in Epiphany Assisted Living and of occupancy of the Apartment Unit, Resident possesses the ability to live within the terms of this Contract, either independently or in conjunction with supportive and health-related services. The services (and any limitations to these services) Epiphany Assisted Living can provide are reflected in the Uniform Checklist Disclosure of Services, a copy of which was provided at admission and upon your request.

To remain a resident of Epiphany Assisted Living Resident must not require one or more services Epiphany Assisted Living is unable to provide. If Resident requires a service Epiphany Assisted Living is unable to provide, it may result in the termination of this Contract pursuant to Section V. Epiphany Assisted Living staff will regularly observe Resident’s conduct to identify whether Resident continues to meet Epiphany Assisted Living’s residency requirements.

Resident must maintain the Apartment Unit in a manner that is not detrimental to either the Resident’s safety or physical, mental, or economic well-being, or to the safety or physical, mental, or economic well-being of other residents or Epiphany Assisted Living.

In the event Resident becomes incapacitated or is unable to properly care for him/herself, and in the event, Resident has not designated a person or legal entity to serve as Resident’s guardian or conservator, Resident hereby grants authority to Epiphany Assisted Living to apply to a court of competent jurisdiction for the appointment of a conservator or guardian to act on behalf of Resident.

If Epiphany Assisted Living, in its sole discretion, determines that Resident cannot meet its residency requirements because of the unavailability of required services or rejection of those available, or for any other reasons Epiphany Assisted Living shall have the right to initiate an expedited termination as described in Section IV below.

Resident has the right to have or change a roommate if Resident is sharing a bedroom or living unit. Resident may request a change in roommate by contacting the LALD.

Resident also has the right to control Resident’s daily schedule, including access to food at any time.

1. **Resident Notification of Electronic Monitoring**

Epiphany Assisted Living complies with Electronic Monitoring law pursuant to Minn.Stat 144.6502. Residents, or their Representative pursuant to the statue and Epiphany Assisted Living’s Electronic Monitoring Policy and Procedure, have the right to place an electronic monitoring device in the resident’s room or private living unit after appropriate consent and notification requirements are met

by the resident and any roommate. It is the policy of Epiphany Assisted Living not to prohibit or retaliate against a resident for conducting electronic monitoring pursuant to the law.

* Please contact the Executive Director at Epiphany Assisted Living for a full copy of the Electronic Monitoring Policy and Procedure, or for any additional questions.

**What is Electronic Monitoring?**

“Electronic Monitoring” means the placement and use of an electronic monitoring device by a resident’s room or private living unit.

“Electronic Monitoring” means camera or other device that captures, records or broadcasts audio, video or both that is placed in the resident’s room or private living unit and is used to monitor the residents or activities in the room or private living unit.

**Residents Obligations:**

**Prior to conducting electronic monitoring,** a resident or resident’s representative must provide written notification and consent to Epiphany Assisted Living, or in certain circumstances outlined in the law and policy to “The Office of Ombudsman for Long-Term Care (Ombudsman), on the form developed by the Minnesota Department of Health (MDH). This form is available at Epiphany Assisted Living or through MDH.

The resident and the resident’s roommate have the right to place conditions on the electronic monitoring and have the right to withdraw consent at any time. Any conditions or withdrawal of consent must be stated on the notification and consent form.

The resident must bear the cost of any electronic monitoring device, installation, and maintenance and removal. This may also include cost of internet service. The resident may contact the Epiphany Assisted Living Receptionist for information about access to any public-use internet or Wi-Fi that may be available.

**Surveillance Camera Notification**

Epiphany Senior Housing is committed to enhancing the quality of life for our residents, as well as the best practice of safety and security for not only our residents, but also employees and guests. Epiphany Senior Housing has determined surveillance will assist us in achieving these goals. To balance this with the respect of privacy for our residents, we are monitoring common areas only.

**I acknowledge I have been provided information on Electronic Monitoring and understand that if I have any questions regarding the information, I contact the Executive Director for assistance.**

1. **NUMBER OF OCCUPANTS**

Any change in the number of occupants shall be made only with the prior written consent of Provider and will require a change in the monthly rent according to Provider’s established rental schedule.

1. **MEAL PLANS**

The Community offers the meal plans. **You are not required to select a meal plan to live at the Community.** The cost of your meal plan, should you select one, is not included in your Monthly

Base Fee. Meal plans are available for the additional fees listed on Meal Plan Attachment.If you wish to change meal plans at any time, you may do so by signing and dating a new Meal Plan Options selection form, which will become part of this Agreement and placed in your resident file.

The Community does not provide specialized diets.

1. **PROVIDER PROMISES:**
2. That the rented premises and all common areas are fit for use as residential premises.
3. To keep the rented premises and all common areas in reasonable repair during the term of the Contract, except when the disrepair has been caused by the willful or negligent conduct of Resident or Resident’s guest(s).
4. To maintain the rented premises and all common areas in compliance with the applicable health and safety laws, except when violation of the health and safety laws has been caused by the willful or negligent conduct of Resident or Resident’s guest(s).
5. To maintain the common areas in a state of repair and cleanliness.
6. To make repairs to the Apartment Unit as necessary.
7. To maintain a record related to Resident’s tenancy and receipt of services and not to disclose any information regarding Resident without Resident’s or Resident’s authorized representative’s written permission, except that such information may be disclosed as required by state or federal law.
8. If Resident pays rent and performs Resident’s duties under this Contract, Resident shall peacefully and quietly have and occupy the rented premises for the agreed term of this Contract.
9. **RESIDENT’S USE OF THE FACILITIES AND PROMISES:**
	1. Not to damage or misuse the rented premises or common areas, or to waste the utilities provided by Provider, or to allow Resident’s guest(s) to do so.
	2. Not to make any alterations or additions or remove any fixtures or to paint the premises without the written consent of Provider.
	3. To keep the Apartment and premises clean and tidy.
	4. Not to disturb the rights of the other Residents to peace and quiet, or to allow Resident’s guest(s) to do so.
	5. Not to interfere with the conduct of the Providers management or staff in the performance of their duties.
	6. Not to keep animals or pets of any kind in the Apartment Unit other than a service animal as defined by the Americans with Disabilities Act.
	7. Not to keep a waterbed or other water-filled furniture in the Apartment Unit without first obtaining the written consent of Provider.
	8. To provide Provider with timely written notice of the need for any repairs to the Apartment Unit or common areas.
	9. To immediately notify Provider of any conditions in the Apartment Unit or common areas that are dangerous to human health or safety, or which may damage the Apartment Unit or common areas, or waste utilities provided by Provider.
	10. To use the rented apartment only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, a restriction or increase Provider’s insurance premium.
	11. Not to use or store on or near the premises any flammable or explosive substance.
	12. Not to smoke in the Apartment Unit, common areas or elsewhere on Epiphany Assisted Living’s premises unless otherwise designated by Provider and not engage in smoking conduct that endangers people or property, even in designated areas.
	13. Not to make any copies of keys to the rented premises.
	14. Not to install or change locks in the Apartment Unit.
	15. To notify the Providers promptly of any known or suspected pest infestation, to always cooperate with Provider’s efforts at pest control. If Provider determines pest control services are required as a direct result of Resident’s failure to keep his/her Apartment Unit clean as required by this Contract, Resident will be responsible for reimbursing Provider for such services.
	16. To always maintain any vehicles that are parked on the property in good working order and in an operable status, including proper license, insurance, and registration.
	17. Resident agrees to pay Provider for any loss or damage to the Apartment Unit, building or grounds caused by Resident or Resident’s guests, normal wear and tear excepted.
	18. To be responsible for all costs incurred for the use of medical emergency personnel, including 911, police, fire department, etc.; and
	19. Not to commit acts of domestic abuse, criminal sexual conduct or stalking against other Residents, Provider, or authorized occupant of Provider.
10. **CONDITION OF THE APARTMENT UNIT**

Provider is proud of its building and wishes to maintain an attractive and comfortable environment for its Residents. Resident acknowledges that he/she has inspected the

Apartment Unit prior to occupancy and that it is clean and undamaged, except for those items described on the Apartment Unit Inspection Report. Such Report must be completed by Resident prior to occupying the Apartment Unit.

Resident has a right to furnish and decorate the Apartment Unit with furniture and personal and household goods. However, the Apartment Unit should be in the same condition as when you moved in upon move out unless specific prior written permission to add a fixed item such as paint color, floor covering and/or fixed furniture or equipment is received from the LALD.

**25. RESIDENT POLICIES, RULES AND REGULATIONS AND HANDBOOK**

To keep your living environment pleasant for you and your neighbors, you agree to abide by Provider’s policies, which are described in your Resident Handbookand incorporated by reference into this Contract. By signing this Contract, you agree to abide by the Handbook and comply with all of Provider’s Resident policies, rules, and regulations. Provider reserves the right to adopt, amend and discontinue policies, rules, and regulations. Provider will provide you with written notice of all such changes.

* + - 1. **ASSISTED LIVING RESIDENT BILL OF RIGHTS**

 You have all of the rights described in the Assisted Living Bill of Rights attached.

**27. POSSESSION OF AND DAMAGE TO THE APARTMENT UNIT**

In the event Provider cannot provide Resident with possession of the Apartment Unit upon the effective date of this Contract, Resident will not be responsible for the payment of the monthly rent until such time as Resident takes possession. Resident agrees that Provider is not liable for damages incurred by Resident because of Resident’s inability to occupy the Apartment Unit on the date anticipated in this Contract.

If, for any reason, the Apartment Unit is damaged or destroyed and becomes uninhabitable, Provider may elect not to rebuild or restore the Apartment Unit and to immediately terminate this Contract. Unless Resident, Resident’s representatives or guests caused the damage or destruction, Provider will refund to Resident a pro-rated amount of rent paid for the month in which this Contract is terminated.

**28. PERSONAL PROPERTY**

You are strongly encouraged to obtain renter's insurance. Epiphany Assisted Living is not responsible for damage or loss to your property.

**29. OVERNIGHT GUESTS**

Provider is pleased to welcome all guests. You have the right to choose who, when where and how long you may have guests. We do, however, ask that your overnight guests observe a reasonable length of stay. You are responsible for the behavior of your guests and for any damage they may cause to the Apartment Unit or the premises of Provider. We also reserve the right to ask guests to leave the premises for health, safety, or security reasons. Guests staying longer than one (1) week will be considered additional occupants of your Apartment

Unit. Such guests must meet Provider’s occupancy requirements, including submission of an approved occupancy application. Guest suites are available to rent. For information contact LALD.

**30. ASSIGNMENT AND SUBLETTING**

Resident acknowledges that nothing in this Contract grants Resident any proprietary interest in Epiphany Assisted Living. Resident’s rights in this Contract are personal and cannot be assigned, transferred, or pledged without Provider’s written approval. Provider does not allow the subleasing or assignment of its Apartment Units.

**31. RIGHT OF ENTRY**

Provider respects Resident’s right to privacy. However, Provider reserves the right to enter Resident’s Apartment Unit for the purpose of providing the services included in Resident’s monthly rent, for maintenance, to conduct an annual Apartment Unit inspection, or for health,

safety, or security reasons or for any other reason permitted by Minnesota law. Provider will attempt to provide Resident with reasonable notice prior to entering Resident’s Apartment Unit for unscheduled service. The right of entry for the purpose of providing services to Resident extends to any licensed home care provider with whom Provider has contracted.

**32. ASSESSMENT AND MONITORING**

An individualized initial assessment will be conducted in person by a Registered Nurse prior to the date on which the Resident executes a contract with Provider or on the date the Resident moves in, whichever is earlier. A Registered Nurse, or a Licensed Practical Nurse under the direction of a Registered Nurse, will review and monitor all health-related services provided to the Resident within fourteen (14) days of admission and at least every ninety (90) days thereafter, or more frequently if indicated by a nursing assessment. Provider will give you a service plan reflecting the services to be provided and the costs of these services. In the event the Resident’s service needs change, the Parties agree to either execute a new service plan or a modification to this Contract reflecting the necessary changes.

Assessments include monitoring by Registered Nurse in the areas of Bed Mobility/Bedrail Notice Requirements and Safety, Vulnerable Adult Assessments, Medication Administration and Self Administration and Treatment and Therapy Assessments upon admission, change of condition and as required.

**33. SERVICES, SERVICE PLAN, AND AMENDMENT**

Epiphany Assisted Living will provide the basic housing services described in this contract to all residents. Upon Resident’s initial and recurring assessments, additional assisted living services will be provided based on Resident’s identified needs. Following Resident’s initial Assessment, Resident will receive reassessments pursuant to the schedule outlined in this Contract.

Attached as Addendum A is Resident’s initial service plan identifying the services to be provided to Resident by Epiphany Assisted Living based on Resident’s initial assessment. If, at any time, an assessment reveals the Resident requires additional or fewer services, Resident will be required to execute an amendment to Addendum A reflecting the change in services to be provided by Epiphany Assisted Living.

**34. CONTINGENCY PLAN AND ESSENTIAL/NON-ESSENTIAL SERVICES**

1. In the event a scheduled service cannot be provided, for whatever reason, and the services to be provided are considered essential for medical or safety reasons, Epiphany Assisted
2. Living will make arrangements acceptable to the Resident or Designated Representative to complete the service, including calling 911. Epiphany Assisted Living is a 24-hour service provider and will provide or make arrangements to provide essential services to the Resident, whether or not they are included in this Service Contract. There may be an additional charge for the provision of services not included in this Service.
3. Contract. There may be an additional charge for the provision of services not included in this Service Contract. Resident and Resident’s Designated Representative agree to pay any such charges incurred. If Resident or Resident’s Designated Representative has reason to believe a scheduled service will not be able to be provided, please notify Provider by contacting Epiphany Assisted Living at (763) 772-1047 as soon as possible.
4. If the Resident requires scheduled services that cannot be provided by Epiphany Assisted Living, for whatever reason, and are not considered essential for medical or safety reasons, Epiphany Assisted Living will make arrangements acceptable to the Resident or the Resident’s Designated Representative to provide alternative staff or to reschedule the required service.

**35. CANCELLATION, RESCHEDULING OR REFUSAL OF SERVICES**

If the Resident will not be available for scheduled services, or if the Resident elects to cancel or reschedule such services, the Resident agrees to contact Epiphany Assisted Living at (763) 772-1047 within 24 hours of the scheduled service. For cancellation of Extended Hour Services, Resident agrees to contact Epiphany Assisted Living with at least 72 hours prior notice. If less than a 24-hour notice or 72-hour for Extended Hour Services is provided, Resident will be charged for the scheduled service(s). Resident will also be charged in the event the Resident declines a necessary service, whether scheduled, at the time the service is scheduled to be provided or is otherwise being offered.

**36. ADVANCE DIRECTIVE**

Resident acknowledges that Epiphany Assisted Living has provided him/her with written information regarding its advance directive policies and practices.

**37. EMERGENCY PLAN**

In case of emergency or significant adverse change in the Resident’s condition, staff shall notify:

Name Telephone Number

In case of emergency, Resident’s emergency contact named above is 🞎 authorized 🞎 not authorized to sign on Resident’s behalf.

1. **EMERGENCY SERVICES**

In the event of a medical emergency, and in the absence of an advance directive from the Resident to the contrary, Epiphany Assisted Living will summon emergency medical services on behalf of the Resident. Such action will be pursuant to nursing judgment and direction.

to a facility offering a needed higher level of care than that provided at Provider, or in the event of Resident’s death. The effective date of the termination must be the last day of a calendar month. To be effective, notice must be received on the last day prior to the month given.

1. **COMPLAINT PROCEDURE/NONDISCRIMINATION**

Epiphany Assisted Living recognizes that questions or complaints may arise. It is our goal to address every complaint and concern regardless of source or nature. Questions, concerns, and complaints should be addressed first with the appropriate staff person in charge of the area about which Resident has a question, concern or complaint. If the matter remains unresolved, Resident or Resident’s Responsible Person should contact the LALD.

You also have the right to contact the Office of Ombudsman for Long-Term Care, Minnesota Board on Aging, at P.O. Box 64971, St. Paul, MN 55164, (651) 431-2555, or outside the metro area at 1-800-657-3591, if you feel that your issue has not been addressed properly.

Provider is an equal opportunity provider of housing and assisted living services. Except with respect to age, as allowed by law, Provider does not discriminate based on race, color, religion, sex, handicap, national origin, creed, marital or familial status, public assistance, sexual orientation, or any other status protected by law in the rental or advertising of its housing units. If you would like a reasonable accommodation, please contact the LALD. If Resident believes he or she has been discriminated against and is not satisfied with the outcome after filing a complaint with the LALD, Resident may contact the local office of Housing and Urban Development or the national office at:

United States Department of Housing and Urban Development

Assistant Secretary for Fair Housing and Equal Opportunity

Washington, DC 20410

**40. INDEMNIFICATION**

Resident will indemnify and hold harmless Provider, its employees, and agents from and against all claims, actions, damages, and liability and expense in connection with loss of life, personal injury or damage to property, arising from or out of the use by Resident of the rented premises or any other part of Provider’s property, or caused wholly or in part by an act or omission of Resident or Resident’s guests or agents.

**41. LIABILITY**

Provider is not liable to Resident or Resident’s guests for any injury, death or property damage occurring in the Apartment Unit or on Provider’s premises unless such injury, death or property damage occurs as the result of an equipment malfunction or hazardous conditions within the building not caused by Resident or Resident’s guests. Provider is also not liable for any injury, death or damage occurring as the result of Resident’s receipt of health-related, supportive, or other services from third party providers. Provider may be liable.

to Resident for its own negligent acts or those of its employees or agents. Unless caused by one of the excepted reasons, Resident agrees to hold Provider harmless from all claims for injuries, property damage or any other loss resulting from an accident or other occurrence in the Apartment Unit or on Provider’s premises.

Resident will not be liable to the Provider, or any other person claiming through or under Provider by right of subrogation or otherwise, for damage to the Apartment Unit or to Provider’s premises from causes or risks normally covered by standard fire and extended coverage insurance, or which are covered by any other insurance. The parties to this Contract shall procure from their insurers a waiver of all rights of subrogation which one insurer under said policies might have as against another, said waiver to be in writing for the express benefit of the other.

**42. SUBORDINATION**

This Contract is subject to all present or future mortgages affecting the rented premises, and Resident hereby appoints Provider as Attorney-in-Fact to execute and deliver any present or

futuremortgage affecting the rented premises. From time to time, Provider may need to obtain certain income information from Resident. By signing this Contract, Resident agrees to provide such information truthfully and accurately upon request by Provider. Resident further agrees to execute and deliver to Provider such further certificates and documents as Provider may reasonably require in connection with any financing, mortgaging or sale that may affect the rented premises.

**43. CONDEMNATION**

In the event the rented premises or building, or any material part thereof, is taken by condemnation by any competent governmental authority, Provider shall have the right to terminate this Contract effective as of a date on or before the actual condemnation by giving written notice of termination to Resident. If such condemnation makes the rented premises

untenable, this Contract shall terminate as of the date of taking by the condemning authority. Upon any condemnation, Provider shall be entitled to the total condemnation award.

**44. WAIVER**

Failure by Provider to enforce any term or condition of this Contract is not to be construed as a waiver of the term or condition itself or of the enforcement of any subsequent breach thereof.

Wherever possible, each provision of this Contract will be interpreted in the manner to be effective and valid under applicable law.

1. **SEVERABILITY**

Any provision of this Contract that is prohibited by or invalid under applicable law will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract.

1. **RESIDENT’S APPLICATION**

Resident’s application for residency, and all representations contained therein, is made a part of the Contract and the Resident warrants that the information given by the Resident in said application is true. If any of the representations contained in the aforesaid application are found by Provider to be false or misleading, it shall be considered a breach of this Contract.

1. **GOVERNING LAW**

This Contract shall be governed and construed by the laws of the State of Minnesota. It constitutes the entire Contract of the parties with respect to the subject matter hereof and will be binding upon and inure to the benefit of Provider, its successors and assigns and Resident, his/her heirs, legal representatives or assigns. This Contract along with its attachments excludes all other written or oral Contracts and any other terms or provisions not included herein.

1. **AMENDMENT OF CONTRACT**

Except regarding to changes in the monthly rent and assisted living service charges, modifications to the Handbook or other Resident policies and changes in the service fees, this Contract may be amended only by a written Contract Amendment signed by the parties hereto. Provider is not responsible for any warranties or representations made to Resident other than those provided by statute, or as written in this Contract, even if made by Epiphany Assisted Living’s staff or its authorized agents.

1. **NOTICE**

Any notice or other communication delivered to Resident by Provider shall be deemed to have been given when such notice or communication is delivered by hand or express, certified, or registered mail, return receipt requested, to the Apartment Unit. Resident is also encouraged to regularly review bulletin boards at Epiphany Assisted Living for announcements, activity schedules and other general Resident information. Any notice or other communication delivered to Provider by Resident shall be deemed to have been given when such notice or communication is delivered by hand or express, certified, or registered mail, return receipt requested, to Admissions Coordinator at (763)-772-1064 or at the address indicated on the first page of this Contract.

1. **RESIDENT RESOURCES**

For information about rights and responsibilities as a Resident under Minnesota law, you may request a copy of *Providers and Residents’ Rights and Responsibilities*, a publication of the Minnesota Attorney General’s Office, by calling 651-296-3353 (Twin Cities Calling Area)1-800-657-3787 (Outside the Twin Cities), or through the Minnesota Relay Service at 1-800-627-3529 or by writing to:

Attorney General’s Consumer Protection

1400 Bremer Tower

445 Minnesota Street

St. Paul, MN 55101

This document may also be found online at [www.ag.state.mn.us](http://www.ag.state.mn.us).

For questions and concerns regarding the provision of services under this Contract, Resident may contact the Office of the Ombudsman for Long-Term Care, the Office of the Ombudsman for Mental Health and Developmental Disabilities, the Office of Health Facility Complaints, and/or the Minnesota Adult Abuse Report Center via the information below.

|  |  |
| --- | --- |
| **Office of Ombudsman for Long-Term Care**P.O. Box 64971St. Paul, MN 55164-0971Telephone: 651-431-2555 or 1-800-657-3591TDD/TTY call 711**Office of Health Facility Complaints**Telephone 651-201-4200Email: health.ohfc-complaints@state.mn.us**Minnesota Adult Abuse Reporting Center**Telephone: 1-844-880-1574 | **Office of the Ombudsman for Mental Health and Developmental Disabilities**121 7th Place EastSuite 420 Metro Square BuildingSt. Paul, MN 55101-2117Telephone: 651-757-1800 or 1-800-657-3506TDD/TTY call 711Fax: 651-797-1950Email: **ombudsman.mhdd@state.mn.us** |

If you have a developmental disability or a mental illness, and are seeking assistance relating to the provision of services under this Contract, you may contact:

**Minnesota Disability Law Center**

111 N Fifth St, Suite 100

Minneapolis MN 55403

Website: <https://mylegalaid.org/our-work/disability-law>

Telephone: (612) 334-5970

To obtain information about long-term care consulting services, please contact **Senior LinkAge Line** at 1-800-333-2433.

**Additional Addendums:**

**Verbal Release of Information**

Epiphany Assisted Living is allowed to give verbal medical information or updates about your condition to your Power of attorney for Healthcare or Legal Representative as listed in your medical record.

If you wish others, such as relatives or friends **who ask** about your condition, have the right to be verbally informed about your condition, please list the names of those people on the lines below. Other might include the spouse of the Power of Attorney/Legal Representative, son or daughter, grandchild, niece, nephew, neighbor or friend.

You can also generalize the list by placing on each line: all my family members, all doctor’s and the resident’s at Epiphany Assisted Living.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a resident of Epiphany Assisted Living facility or legal representative of the resident, authorize the release of the verbal medical information regarding my treatment or care and update on my condition to the following individuals.

❑All of My Physicians

❑All Children

❑All Grandchildren

OTHER:

Name Relationship

Name Relationship

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name Relationship

Name Relationship

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_**

Resident/Legal Representative Date

**This form will be filed in the resident’s medical record behind the face sheet. It will be updated as requested by the resident or legal representative.**

**Admission and Continued Stay Requirements: Epiphany Assisted Living Home Care**

Epiphany Assisted Living Home Health Services are based on both initial and on-going assessments which are completed by the RN Case Manager in accordance with the accepted standards of practice for professional nursing under the Minnesota Comprehensive Home Care License.

1. Residents must be 55 years of age on the first day of tenancy or meet the minimum age waiver requirements
2. Residents must maintain person and apartment in a manner that is not detrimental to physical and/or mental wellbeing of self, other residents or staff.
3. Resident’s must be medically stable before admission and have expressed desire to move to Epiphany Assisted Living.
4. Any resident, either in our Assisted Living or Memory Care settings, whose behavior endangers themselves or others may be required to be discharged permanently from Epiphany Assisted Living. Our staff will aid the responsible party in helping to find appropriate placement.
5. Resident will have medication assessment evaluation by an RN and partake in the Medication Support and Administration program.
6. All residents who are insulin dependent will partake in the Medication Support and Administration program. Complex insulin dependent individuals may be refused admission into Epiphany Assisted Living.
7. Clinically complex residents are evaluated on an individual basis and may or may not be admitted or re-admitted to Epiphany Assisted Living if our current staffing levels will make it impossible to meet the needs of the individual.
8. We can admit insulin and oxygen dependent residents to live in our Memory Care setting.
9. Individuals with mild memory loss can be admitted into the Assisted Living setting.
10. If an Assisted Living resident with memory loss progresses and results in the need for placement in a memory care setting, our staff will aid the responsible party in finding the appropriate memory care setting either within Epiphany Assisted Living or at another location.
11. Non-compliance with the rules set forth in the Resident Handbook, inability to meet financial obligations or the refusal to agree with the Minnesota State mandated rules and regulations with regard to the Minnesota Comprehensive Home Care regulations are all reasons for termination of both housing and home care services.

***I have read and understand the Epiphany Assisted Living Admission and Continued Stay Criteria. I also understand that Epiphany Assisted Living does not staff a nurse 24 hours per day but that there is always a nurse on-call when one is not in the building. In addition, I understand that both new admissions and re-admissions from hospitals or Transitional Care Settings can only happen once the RN Case Manager has evaluated and approved the admission, and only after physician orders have been received***

***Signature of Resident and/or Responsible Party:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**Care Management Fee**

*Service Package that is required for all residents:* **$460/monthly**

 Includes:

* In-house Home Health Staff 24 hours/day, 7 days/week.
* Executive Director, RN, LPN, and Maintenance on-call 24 hours/day, 7 days/week.
* RN maintains updated plans of care on all residents.
* RN coordinates and supervises Home Health staff to promote quality care.
* RN and LPN perform reassessment for condition changes.
* RN or LPN visits resident every 90 days to assess level of care and services provided by Home Health staff.
* RN or LPN communicates with physician in medical emergencies.
* RN or LPN updates physician orders.
* Home Health staff responds to pendant calls which may or may not be billed as an additional service depending on the type of call and ongoing frequency.
* Monthly vital signs and weights (with use of a standard scale only).
* Wellness checks 2 times a day at meal time.
* Care conferences with families and caregivers as needed.
* Staff makes decisions in case of an emergency.
* Staff assists with setting up transportation for medical appointments.
* Staff receives training and testing to ensure competency in performing delegated services.
* Quarterly Resident Council meetings with Executive Director, RN Case Manager and Department Managers to discuss resident concerns.
* Assistance with cutting food and setting up food trays.
* Weekly Housekeeping (Laundry Services Additional).

**Epiphany Assisted Living Privacy and Dignity Supplement**

**The Epiphany Assisted Living Privacy and Dignity Supplement will be given to each Resident upon admission along with the Minnesota Department of Health’s Resident Bill of Rights form. Effective on or before August 31, 2017.**

**Information Privacy**

* Privacy and protecting each resident’s personal information is very important to us. Upon admission each resident is given our HIPPA policy for their records. Should a resident feel that his/her personal information has been breached, the resident should speak directly to the Executive Director who will then investigate the expressed concern
* Each resident can be assured that staff members are trained not to discuss a resident in the open or within ear shot of those who do not need to hear the discussion
* Each Resident can be assured that staff members are trained on providing privacy when assisting them with personal cares
* Each Resident has the ability to communicate privately in their individual living quarters. This way they can be sure that their conversation either in person, over the phone or via electronic devices will not be heard or read by others

**Dignity and Privacy**

* To ensure that each resident is treated with dignity and respect
* To ensure that each resident is provided services and support in a way that respects and consider their personal preferences
* To inform each resident of their rights to be treated with dignity and respect
* To allow each resident to choose their clothes and hairstyle to meet their person preferences
* To assure that each resident is dressed in clothes that fit, are clean and appropriate for the time of day, weather and preferences
* To allow each resident the choice to wear a clothing protector at mealtimes
* To ensure that each resident is assisted with personal cares as requested
* To ensure that each resident is addressed by their preferred name, not “hon” or “sweetie”
* To ensure that staff members do not discuss a resident who is present like they are not there; the resident should be actively engaged in the conversation

**Coercion and/or Restraints**

* To ensure that each resident is free from abuse, neglect and financial exploitation
* To inform each resident and their guardians of their right to live in an environment free from coercion and restraint, where their choices are accounted for and honored in accordance with their person-centered care plan
* To provide instructions to people and their guardians (if applicable) upon service initiation, and upon request thereafter, with instructions on how to file an anonymous complaint
* To not use restraints or restrictive interventions as a substitute for adequate staffing, for a behavior or therapeutic program to reduce or eliminate behavior, as punishment, or for staff convenience
* To not use physical holding, time out, medication a person does not want to take and is not prescribed, or seclusion or restrictive intervention, unless in an emergency to protect the person or other from physical harm

**Independent Choices**

* To provide each resident with the right to choose their activities and services
* To support each resident in life informed choices and autonomy
* To allow each resident to move about the setting and not confine them to any one area
* To provide each resident access to services and activities during times that compliment their schedule’s
* To support each resident in developing a schedule that meets their needs and preferences
* To provide each resident the choice to participate in group and/or individual activities
* To provide opportunities for each resident to gain experience in making choices, which include the appropriate balance between autonomy and safety
* To support each resident in requesting changes to current services, transitioning to other services, or requesting a change of staff

**Accessibility**

* Each resident is granted access to all common areas, including the common kitchen and community room, laundry rooms, and shared living areas to the extent desired
* There are no barriers or gates to common area rooms except for the main dining room and the commercial kitchen. Decorative rope chains are in place to prevent residents from entering the dining room outside of the posted meal times and the commercial kitchen is locked after hours. These are in place to maintain compliancy with the Health Department and keep residents safe.
* It is explained to each resident on how to request a reasonable accommodation which include but not limited to grab bars, ramps, adapted furniture to ensure access to desired areas and household items.

**Community Life**

* Each resident may attend activities of their choosing
* Each resident has access to information of scheduled events outside of Epiphany Assisted Living
* Each resident may be given assistance, if needed, with scheduling transportation to community events outside of Epiphany Assisted Living

Resident Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident/Guardian Signature and Relationship

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Epiphany Assisted Living Representative Signature

**NOTICE OF PRIVACY PRACTICE**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This document describes the type of health information the Epiphany Assisted Living, LLC gather about you, with whom that information may be shared, and the safeguards we have in place to protect it. You have the right to approve or refuse the release of specific information except when the release is required by law. If the practices described in this notice meet your exceptions, there is nothing you need to do. If you prefer that we not share information, we may honor your written request in certain circumstances described below. If you have any questions regarding this privacy notice, please contact the facility’s Privacy Contact:

Name Caroline LaCoursiere Phone: 763-755-0320\_

**Who Will Follow This Notice?**

This Notice of Privacy Practices describes the privacy practice of Epiphany Assisted Living, LLC. These privacy practices will be followed by:

* Any health care professional authorized to enter information into your chart;
* All departments and units of Epiphany Assisted Living;
* Any member of a volunteer group or student we allow to help you while you are in one of our facilities;
* All employees, staff and other facility personnel.

All these entities, sites and locations follow the terms of this notice. In addition, these entities, sites and locations may share medical information with each other for purposes of treatment, payment, or healthcare operations described in this notice.

**Our Pledge Regarding Medical Information**

We understand that medical information we collect about you and your health is private. We are required by Federal and State law to protect this information, and we are committed to protecting the privacy of the residents and patients we serve. As part of our routine operations, we create a record of the care and services you receive. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by Epiphany Assisted Living, whether made by Epiphany Assisted Living personnel or your personal doctor. Your personal doctor may have different policies or notices regarding the doctor’s use and disclosure of your medical information created in the doctor’s office or clinic.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

Federal law requires us to:

* Make sure that medical information that identifies you is kept private;
* Give you this notice of our legal duties and privacy practices with respect to medical information about you;
* Follow the terms of the notice that is currently in effect.

**How We May Use and Disclose Medical Information About You**

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

* **For Treatment.** We may use medical information about you to provide you with medical treatment or services. We may disclose information about you to health care providers involved in your care, such as doctors, nurses, technicians, or other facility personnel who are involved in taking care of you at the facility. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may need to tell the dietitian if you have diabetes so that we can arrange for appropriate meals. Different departments of the facility also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work, and x-rays. We also may disclose
* Medical information about you to people outside the facility who may be involved in your medical care or to others we use to provide services that are part of your care.
* **For Payment.** We may use and disclose medical information about you so that the treatment and services you receive at the facility may be billed to and payment may be collected from you, an insurance company, or a third party. For example, we may need to give your health plan information about the care you received at Epiphany Assisted Living so your health plan will pay us or reimburse you for the care. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.
* **For Health Care Operations.** We may use and disclose medical information about you for facility operations. These uses and disclosures are necessary to run the facility and make sure that all of our residents receive quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may use and disclose medical information about you for accreditation and licensing activities. We may also combine medical information about many facility residents to decide what additional services the facility should offer, what services are not needed, and whether certain new treatments are effective. We may also disclose information to doctors, nurses, technicians, students, and other facility personnel for review and learning purposes. We may also combine the medical information we have with medical information from other facilities to compare how we are doing and see where we can make improvements in the care and services that we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning the names of specific residents.
* **Treatment Alternatives.** We may use and disclose medical information about you to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
* **Health-Related Benefits and Services.** We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.
* **Facility Directory.** We may include certain limited information about you in the facility directory while you are a resident at the facility. This information may include your name, location in the facility, your general condition (e.g., fair stable etc.) and your religious affiliation, may be released to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, such as a priest or rabbi, even if they don’t ask for you by name. Epiphany Assisted Living offers this service so your family, friends and clergy can visit you in the facility and generally know how you are doing. If you would prefer not to have your name or other information included in a facility directory, or you wish to limit the release of this information, please notify the facility’s Privacy Contact Person (listed above).
* **Disclosures to Family, Friends, and Others.** We may disclose medical information about you to a friend, family member, or other persons involved in your medical care. You have the right to object to the sharing if this information. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your family can be notified about your condition, status and location.
* **As Required By Law.** We may disclose medical information about you when required by law.

To request restrictions, you must make your request in writing to the facility privacy contact person (listed above). In your request, you must tell us (1) what information you want to limit (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse. You can request, either in writing or verbally, that any restrictions you put in place be terminated.

**Right to Request Confidential Communications.**  You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask us to send information to a post office box or your work address instead of your home address.

To request confidential communications, you must make your request in writing to the facility privacy contact person (listed above). We will not ask you the reason for your request. We will accommodate all reasonable requests. Your requests must specify how or where you wish to be contacted.

**Right to a Paper Copy of this Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our facility.

**Changes in this Notice**

We reserve the right to change this notice. Any changes will apply to health information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in the facility and will make a paper version available to you upon request. The notice will contain an effective date on the first page, in the top right-handed corner. In addition, if you are discharged from this facility for an extended time then return to the facility, we will offer you a copy of the current notice.

**Complaints**

If you believe your privacy rights have been violated, you may file a complaint with Secretary of the Department of Health and Human Service. All complaints must be submitted in writing.

***There will be no retaliation to client because of complaint.***

CPR Policy:

Epiphany Assisted Living, LLC

In  a  health  emergency,  it  is  our  practice  to  call  911  immediately for  medical  assistance. Staff of Epiphany Assisted Living may follow the instructions provided by the 911 operator until paramedics arrive to assume medical care.

**Acknowledgment of Receipt of the CPR Policy**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that I have received a current copy of Epiphany Assisted Living CPR Policy.

Resident Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or

Resident’s Legal Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Resident: \_\_\_\_\_\_POA(Financial/Medical \_\_\_\_\_\_Family \_\_\_\_\_Guardian

**Statement of Home Care Services**

**Comprehensive Home Care Provider**

Comprehensive Home Care Provider Name:  ***Epiphany Assisted Living, LLC***

Below is a list of all services that *may* be provided with a Comprehensive Home Care License:

**Services offered by this provider are indicated by a shaded box. Other services that may be necessary to serve our clients but are provided by a third party provider of his/her choice are indicated by an unmarked box.**

◼ Registered Nurse Care Over-site, Home Health Staff Management and Services within scope of licensure

◼ Licensed Practical Nurse Care Over-site, Home Health Aide Supervision and Services within scope of licensure

◼Medication Management Services, including arrangement for on-site lab and diagnostic testing per physician orders.

◼Delegated tasks to unlicensed personnel

◼Hands-on assistance with transfers and mobility

◼Providing eating assistance for clients with difficulty swallowing (***Memory Care Residents Only***)

◼Assistance with dressing, self-feeding, oral hygiene, hair care, grooming, toileting, and bathing

◼Providing standby assistance within arm’s reach for safety while performing daily activities

◼Medication Management Services

◼Providing medication administration services by trained Home Health Aides (bringing clients previously set-up medication, medication in original containers, or liquid or food to accompany the medication). Includes oral medications, eye drops, inhalers, nebulizer treatments, ear drops, nose drops, insulin, blood sugar testing and oxygen administration

◼Providing verbal or visual reminders to the client to perform regularly scheduled treatments and exercises

I have received a copy of this Statement of Home Care Services:

Resident/ Representative Signature: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

◼Laundry

◼Housekeeping/Other household chores

◼Meal preparation

🞏Complex or Specialty Healthcare Services

🞏Advanced Practice Nurse

🞏Nurse Services Physical

🞏Therapy Services Occupational

🞏Therapy Services

🞏Speech Language Pathologist Services

🞏Respiratory Therapy Services

🞏Social Worker Services

🞏Services by a Dietitian or Nutritionist

🞏Preparing modified diets ordered by licensed health professional

🞏Providing eating assistance for clients with recurrent lung aspirations, or requiring the use of a tube, parenteral or intravenous instruments)

🞏Shopping

**REQUEST TO OPT-IN/OUT OF THE MEDICAL RECORD LOCATOR SERVICE**

Patient Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medical Record Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As authorized by Minnesota Statute 144.293,Subd.8, **Record Locator Services** allow authorized health care providers to quickly find the location of your electronic health information from participating health care entities. Record locator services allow providers to locate your health history in order to provide you with comprehen­sive health care treatment. If you opt-out of a record locator service, your pro­vider may not be able to use such a service to locate health records that you may have with us.

**OPT-IN**

❑ If I select this option, I am specifically requesting that the location of my health information be accessible through a medical Record Locator Service.

**OPT-OUT**

❑ If I select this option, I am specifically requesting that the location of my health information **NOT** be accessed through a medical Record Locator Service.

***If I am signing as an Authorized Representative of the patient, I am:***

❑ Court appointed Guardian/Conservator ❑ Designated Health Care Proxy

❑ Other (describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patient Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship of Authorized Person to Patient:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This form administered by Employee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADVANCED DIRECTIVE ACKNOWLEDGMENT FORM

Epiphany Assisted Living will provide clients with information about advance directives and will take necessary steps to follow a client’s directive. If there is any reason why we will be unable to follow a client’s advance directive on the basis of conscience, the RN Case Manager will inform the client of this limitation.

*Please initial the following to indicate that you have received information about advance health care directives and to indicate any action you have taken regarding advance health care directives:*

\_\_\_\_\_ I have received information about advance health care directives and a brief description of Epiphany Assisted Living’s Advance Directive Policy as noted above.

**\_\_\_\_\_** I have executed a Health Care Directive and have provided a copy to

**\_\_\_\_\_** I haveexecuted a Health Care Directive and have notprovided a copy to

**\_\_\_\_\_** I have notexecuted a Health Care Directive.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Home Care Client or Responsible Person) (Date)

\_\_Roxanne Hall, Director of Nursing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature and Title of RN/Home Care Director) (Date)

1. **ACKNOWLEDGMENT**

By Resident’s execution of this Contract, Resident acknowledges that he/she has read this Contract and understands its terms and conditions. Resident further acknowledges that this Contract is a legally binding document. Resident acknowledges receiving information regarding Epiphany Assisted Living’s available home care services and arranged home care provider. Finally, Resident acknowledges that he/she has received information regarding how to contact the appropriate state agencies with complaints or concerns about Provider.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract. As the date indicated.

**PROVIDER (EAL): RESIDENT:**

BY: 1.

 (Printed Name) (Signature or Printed Name)

ITS: ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name) (Signature)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### RESPONSIBLE PERSON: GUARANTOR:

(Printed Name) (Printed Name)

(Signature) (Signature)

(Date) (Date)

(Street Address) (Street Address)

(City, State, Zip) (City, State, Zip)

(Phone Number) (Phone Number)

Resident has the right to name an individual of their choice as “Designated Representative” for the purposes of receiving certain information and to whom Provider can go to with questions related to Resident’s residency and care at Epiphany Assisted Living. If a Responsible Person is party to this

Contract and Resident fails to name and provide contact information for a Designated Representative, Provider will direct questions related to Resident’s residency and care at Epiphany Assisted Living

to the Responsible Person. Resident may name as Resident’s Designated Representative an individual serving as Resident’s Responsible Person. Resident also has the right to decline to name

a Designated Representative, regardless of whether an individual has agreed to execute this Contract as Resident’s Responsible Person.

I have received and reviewed the document titled RIGHT TO DESIGNATE A REPRESENTATIVE FOR CERTAIN PURPOSES which was provided to me separate from this Contract.

 (initials)

I, decline to name a Designated Representative.

 (Resident Name- Print)

 (initials) (do not initial if you intend to provide information below)

**DESIGNATED REPRESENTATIVE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

(Signature)

(Date)

(Street Address)

(City, State, Zip)

(Phone Number)

### ATTACHMENT A FEE SCHEDULE

|  |  |  |
| --- | --- | --- |
| Security Deposit |  |  $ 1,000.00  |
| Rental Application Fee |  |  $ 40.00  |
| Parking Space Fee |  |  $ 25.00  |
| Late Fee/Returned Check Fee |  |  $ 35.00  |
|  |  |  |
| Meal Package 1:  |  |  $ 885.00  |
| Meal Package 2: |  |  $ 630.00  |
|  |  |  |
| Dementia Care per day |  |  $ 110.00  |
| Dementia Care per day |  |  $ 130.00  |
|  |  |  |
| Meal Tray Delivery  |  |  $ 5.50  |
| Guest/Resident Additional Meals |  |  $ 9.50  |
| Guest Holiday Meals |  |  $ 13.00  |
| Meal Reminder |  |  $ 8.00  |
|  |  |  |
| Medication Management Package 1 (1-2 times daily) |  |  $ 480.00  |
| Medication Management Package 2 (3-4 times daily) |  |  $ 960.00  |
| Medication Set up (per 15 minutes) |  |  $ 27.00  |
| Medication order changes (per 15 minutes) |  |  $ 27.00  |
| Care Management Fee |  |  $ 460.00  |
|  |  |  |
| Initial/Potential New Resident Assessment Fee. Must be collected at time of RN assessment |  |  $ 150.00  |
| 90-day Assessment Fee |  |  $ 160.00  |
| Hospital return assessment fee |  |  $ 80.00  |
| Change of condition assessment fee |  |  $ 160.00  |
| Skilled Nursing Visit, RN/LPN, per 15 minutes  |  |  $ 27.00  |
| Resident Caregiver per 15 minutes (Avg pendant call) |  |  $ 18.00  |
| Doctor orders (urine collection, lab tests) Per 15 minutes |  |  $ 27.00  |
|  |  |  |
| AM Cares- 15 minutes |  |  $ 18.00  |
| AM Cares- 30 minutes |  |  $ 30.00  |
| PM Cares - 15 minutes |  |  $ 18.00  |
| PM Cares - 30 minutes  |  |  $ 30.00  |
|  |  |  |
| Bathroom/Toileting Assistance and Repositioning  |  |  $ 18.00  |
| Shower or Bath Assist |  |  $ 30.00  |
| Shower/Bath- Complex (45 minutes)  |  |  $ 60.00  |
|  |  |  |
| Safety Check  |  |  $ 15.00  |
| Blood Glucose Testing |  |  $ 15.00  |
| Exercise Program/15 minutes |  |  $ 18.00  |
| Feeding Assist |  |  $ 18.00  |
| Lay Resident Down/Get up/ Resident Caregiver 15 minutes |  |  $ 18.00  |
| Escorts, per one time |  |  $ 4.00  |
| Escorts Unlimited |  |  $ 390.00  |
| Vital sign monitoring |  |  $ 15.00  |
|  |  |  |
| Laundry per load (Resident provides soaps/softeners |  |  $ 9.50  |
| Carpet Cleaning, 1 Bedroom |  |  $ 45.00  |
| Carpet Cleaning, 2 Bedroom |  |  $ 55.00  |
| Additional maintenance tasks ($15.00 per 15 min) |  |  $ 15.00  |
| Cable TV Set Up |  |  $ 30.00  |
| Cable TV  |  |  $ 50.00  |
| Church fob |  |  $ 0.00  |
| Replace key or additional key |  |  $ 25.00  |
| Pendant Replacement |  |  $ 150.00  |
| Telephone  |  |  $ 30.00  |
| Telephone (split) |  |  $ 17.00  |
| Wheelchair Rental per month |  |  $ 75.00  |
| Salon Services (Arrange with provider) |  |  |
|  |  |  |
| Filing Long Term Care Insurance (per month) |  |  $ 0.00  |
|  |  |  |
| Prolonged absence credit: On the 8th day of an absence a food credit per day will begin: 2 meals per day |  |  $ 10.00  |
| 3 meals per day credit starting on day 8 |  |  $ 12.00  |

**ATTACHMENT B**

**UNIFORM CHECKLIST DISCLOSURE OF SERVICES**

**Separate form.**

**ATTACHMENT C**

**MEAL PLAN OPTIONS**

* The facility will offer at least three nutritious meals daily with snacks available seven days per week, in accordance with the recommended dietary allowances in the USDA guidelines, including seasonal fresh fruit and fresh vegetables.
* Menus will be prepared at least one week in advance and made available to all residents.
* The facility will encourage residents’ involvement in menu planning.
* Meal substitutions will be of similar nutritional value if a resident refuses a food that is served.
* Residents will be informed in advance of menu changes.
* Food will be prepared and served according to the Minnesota Food Code, Minnesota Rules, chapter 4626.
* The facility does not require a resident to include and pay for meals in the resident contract.

Please make your selection by checking one of the boxes below:

* **Option 1—Three Meals a Day**

**Per MN Rules, MC residents must be served three meals a day.**

**Monthly Cost: $ 885.00**

* **Option 2—Two Meals a Day**

**Monthly Cost $ 630.00**

* **No Meal Plan.** I do not wish to participate in a meal plan through the Community at this time.

My selection of meal plan noted above revokes and replaces any prior meal plan selection. I understand that the fees associated with my selection will be added to my monthly fees.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Signature: Date:

**ATTACHMENT D**

**SERVICE PLAN**

**Note:** The content described below is required to be included in all service plans. The written service plan is required to be part of the resident contract. Section 7 of this template incorporates the service plan and all revisions into the resident agreement so that if there are changes to the resident’s service plan upon reassessment, only the service plan needs to be updated, signed, and placed in the resident’s file.

* **General Contents.[[1]](#footnote-1)** The written service plan must include:
	+ - 1. a description of the services to be provided, the fees for services, and the frequency of each service, according to the resident's current assessment and resident preferences.
			2. the identification of staff or categories of staff who will provide the services;
			3. the schedule and methods of monitoring assessments of the resident;
			4. the schedule and methods of monitoring staff providing services; and
			5. a contingency plan that includes:
				1. the action to be taken if the scheduled service cannot be provided;
				2. information and a method to contact the facility;
				3. the names and contact information of persons the resident wishes to have notified in an emergency or if there is a significant adverse change in the resident's condition, including identification of and information as to who has authority to sign for the resident in an emergency; and
				4. the circumstances in which emergency medical services are not to be summoned consistent with chapters 145B and 145C, and declarations made by the resident under those chapters.
* **Individualized Medication Management Plan.[[2]](#footnote-2)** If the facility is providing medication management services to the resident, the written service plan must include a written statement of the medication management services that will be provided to the resident.
* **Individualized Treatment or Therapy Management Plan.[[3]](#footnote-3)** If the facility is providing treatment or therapy management services to the resident, the written service plan must

**ATTACHMENT D**

**SERVICE PLAN**

**(Continued)**

include a written statement of the treatment or therapy services that will be provided to the resident.

* **Documentation of Restrictions on Resident Rights.[[4]](#footnote-4)** If the resident’s rights regarding visitors and social participation, personal and treatment privacy, and/or access to food are to be restricted because the restrictions have been determined necessary for the president’s health and safety, such restrictions must be documented in the written service plan.
* **Signatures.** The initial service plan and each revision must be signed by both the resident and an authorized representative of the provider.
* **Notice of Change in Fees.** If a revision to the service plan results in an increase in fees to be paid by the resident, the facility must provide notice to the resident of the increase and provide information to the resident about how to contact the Office of Ombudsman for Long-Term Care. This notice and the increased fee should be documented and kept in the resident’s file.

**USE COMPREHENSIVE ASSESSMENT AND CHARGES PRE-ADMISSION FORM**

 **ATTACHMENT E**

**ASSISTED LIVING BILL OF RIGHTS**

Provided by MDH and meets the statutory requirements.

**Minnesota Bill of Rights for Assisted Living Residents
Effective 8-1-2021**

## **Right to be Informed**

Before receiving services, residents have the right to be informed by the facility of the rights granted and the recourse residents have if rights are violated. The information must be in plain language and in terms residents can understand. The facility must make reasonable accommodations for residents who have communication disabilities and those who speak a language other than English. When providers violate the rights in this section, they are subject to fines and license actions.

A written copy of the rights is being provided to you before initiation of services. All reasonable efforts will be made to provide notice of the rights in a language you can understand.

A written acknowledgement of your receipt of the Bill of Rights will be retained in your resident record. If a written acknowledgment cannot be obtained, the reason will be documented in the resident record.

## **Legislative intent**

The rights established are for the benefit of residents and do not limit any other rights available under law. No facility may request or require that any resident waive any of these rights at any time for any reason, including as a condition of admission to the facility.

## **Applicability**

These rights apply to residents living in assisted living facilities:

**Appropriate care and services.**

Residents have the right to care and assisted living services that are appropriate based on the resident's needs and according to an up-to-date service plan subject to accepted health care standards.

Residents have the right to receive health care and other assisted living services with continuity from people who are properly trained and competent to perform

their duties and in sufficient numbers to adequately provide the services agreed to in the assisted living contract and the service plan.

**Refusal of care or services.**Residents have the right to refuse care or assisted living services and to be informed by the facility of the medical, health-related, or psychological consequences of refusing care or services.

**Participation in care and service planning.**

Residents have the right to actively participate in the planning, modification, and evaluation of their care and services. This right includes:

the opportunity to discuss care, services, treatment, and alternatives with the appropriate caregivers; the right to include the resident’s legal and designated representatives and persons of the resident's choosing; and the right to be told in advance of, and take an active part in decisions regarding, any recommended changes in the service plan.

**Courteous treatment.**

Residents have the right to be treated with courtesy and respect, and to have the resident's property treated with respect.

**Freedom from maltreatment.**

Residents have the right to be free from physical, sexual, and emotional abuse; neglect; financial exploitation; and all forms of maltreatment covered under the Vulnerable Adults Act.

**Right to come and go freely.**

Residents have the right to enter and leave the facility as they choose. This right may be restricted only as allowed by other law and consistent with a resident's service plan.

**Individual autonomy.**

Residents have the right to individual autonomy, initiative, and independence in
making life choices, including establishing a daily schedule and choosing with whom to interact.

**Right to control resources.**

Residents have the right to control personal resources.

**Visitors and social participation.**

Residents have the right to meet with or receive visits at any time by the resident's family, guardian, conservator, health care agent, attorney, advocate, or religious or social work counselor, or any person of the resident's choosing. This right may be restricted in certain circumstances if necessary for the resident's health and safety and if documented in the resident's service plan.

Residents have the right to engage in community life and in activities of their choice. This includes the right to participate in commercial, religious, social, community, and political activities without interference and at their discretion if the activities do not infringe on the rights of other residents.

**Personal and treatment privacy.**Residents have the right to consideration of their privacy, individuality, and cultural identity as related to their social, religious, and psychological well-being. Staff must respect the privacy of a resident's space by knocking on the door and seeking consent before entering, except in an emergency or where clearly inadvisable or unless otherwise documented in the resident's service plan.

Residents have the right to have and use a lockable door to the resident's unit. The facility shall provide locks on the resident's unit. Only a staff member with a specific need to enter the unit shall have keys. This right may be restricted in certain circumstances, if necessary, for a resident’shealth and safety and documented in the resident's service plan.

Residents have the right to respect and privacy regarding the resident's service plan. Case discussion, consultation, examination, and treatment are confidential and must be conducted discreetly. Privacy must be respected during toileting, bathing, and other activities of personal hygiene, except as needed for resident safety or assistance.

**Communication privacy.**Residents have the right to communicate privately with persons of their choice.

If an assisted living facility is sending or receiving mail on behalf of residents,

the assisted living facility must do so without interference.

Residents must be provided access to a telephone to make and receive calls.

**Confidentiality of records.**Residents have the right to have personal, financial, health, and medical information kept private, to approve or refuse release of information to any outside party, and to be advised of the assisted living facility's policies and procedures regarding disclosure of the information. Residents must be notified when personal records are requested by any outside party.

Residents have the right to access their own records.

**Right to furnish and decorate.**Residents have the right to furnish and decorate the resident’s unit within the terms of the assisted living contract.

**Right to choose roommate.**Residents have the right to choose a roommate if sharing a unit.

**Right to access food.**Residents have the right to access food at any time. This right may be restricted in certain circumstances if necessary for the resident's health and safety and if documented in the resident's service plan.

**Access to technology.**Residents have the right to access Internet service at their expense.

**Grievances and inquiries.**

Residents have the right to make and receive a timely response to a complaint or inquiry, without limitation. Residents have the right to know, and every facility must provide the name and contact information of the person representing the facility who is designated to handle and resolve complaints and inquiries.

**Access to counsel and advocacy services.**

Residents have the right to the immediate access by:

* The resident's legal counsel;any representative of the protection and advocacy system designated by the state under Code of Federal Regulations, title 45, section 1326.21; or any representative of the Office of Ombudsman for Long-Term Care.

 **Information about charges.**

Before services are initiated, residents have the right to be notified:

of all charges for housing and assisted living services.

of any limits on housing and assisted living services available.

if known, whether and what amount of payment may be expected from health insurance, public programs, or other sources; and

what charges the resident may be responsible for paying.

**Information about individuals providing services.**

Before receiving services identified in the service plan, residents have the right to be told the type and disciplines of staff who will be providing the services, the frequency of visits proposed to be furnished, and other choices that are available for addressing the resident's needs.

**Information about other providers and services.**Residents have the right to be informed by the assisted living facility, prior to executing an assisted living contract, that other public and private services may be available and that the resident has the right to purchase, contract for, or obtain services from a provider other than the assisted living facility.

**Resident councils.**

Residents have the right to organize and participate in resident councils as described in section 144G,41, subdivision 5.

**Family councils.**Residents have the right to participate in family councils formed by families or residents as described in section 144G.41 subdivision 6.

**Resources

You may contact your licensed provider as indicated below:**Licensee Name: Epiphany Assisted Living, LLC

Phone: 763-755-0320

Email: clacoursiere@epseniors.org

Address: 10955 Hanson Blvd, Coon Rapids, MN 55433

Name and title of person to whom problems or complaints may be directed:

Caroline LaCoursiere, Executive Director

**Report suspected abuse, neglect, or financial exploitation of a vulnerable adult:**

If you want to report suspected abuse, neglect, or financial exploitation, you may contact the Minnesota Adult Abuse Reporting Center (MAARC). If you have a complaint about the facility or person providing your services, you may contact the Office of Health Facility Complaints, Minnesota Department of Health. You may also contact the Office of Ombudsman for Long-Term Care or the Office of Ombudsman for Mental Health and Developmental Disabilities.

The facility will not retaliate because of a complaint.

**MINNESOTA ADULT ABUSE REPORTING CENTER (MAARC)**Phone: 1-844-880-1574
For more information: https://mn.gov/dhs/adult-protection/

**For all other complaints** that are not suspected abuse, neglect, or financial exploitation of a vulnerable adult, please contact the Office of Health Facility Complaints at the Minnesota Department of Health:

**MINNESOTA DEPARTMENT OF HEALTH**

**OFFICE OF HEALTH FACILITY COMPLAINTS**

PO Box 64970

St. Paul, Minnesota 55164-0970

Phone: 651-201-4200 or 1-800-369-7994 Fax: 651-281-9796 health.ohfc-complaints@state.mn.us

<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>

**To request advocacy** **services**, please contact the Office of Ombudsman for Long-Term Care or the Office of Ombudsman for Mental Health and Developmental Disabilities:

**OFFICE OF OMBUDSMAN FOR LONG-TERM CARE**

PO Box 64971 St. Paul, MN 55164-0971

1-800-657-3591 or 651-431-2555

Email: MBA.OOLTC@state.mn.us

Web: [http://www.mnaging.org/Advocate/OLTC.aspx](http://www.mnaging.org/Advocate/OLTC.aspx)

**OFFICE OF OMBUDSMAN FOR MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES**

121 7th Place East Metro Square Building St. Paul, MN 55101-2117

1-800-657-3506 or 651-757-1800

Email: Ombudsman.mhdd@state.mn.us

Web: <https://mn.gov/omhdd/>

**MID-MINNESOTA LEGAL AID/MINNESOTA DISABILITY LAW CENTER**

(Protection and Advocacy Systems)

430 First Avenue North, Suite 300 Minneapolis, MN 55401-1780

1-800-292-4150 mndlc@mylegalaid.org ([http://mylegalaid.org/)](http://mylegalaid.org/%29)

**MINNESOTA DEPARTMENT OF HUMAN SERVICES**

(Medicaid Fraud and Abuse-payment issues)

Surveillance and Integrity Review Services

PO Box 64982 St Paul, MN 55164-0982

1-800-657-3750 or 651-431-2650

DHS.SIRS@state.mn.us

**SENIOR LINKAGE LINE (Aging and Disability Resource Center/Agency on Aging)**

Minnesota Board on Aging

PO Box 64976 St. Paul, MN 55155

1-800-333-2433

senior.linkage@state.mn.us

[www.SeniorLinkageLine.com](http://www.SeniorLinkageLine.com)

1. § 144G.70. [↑](#footnote-ref-1)
2. § 144G.71. [↑](#footnote-ref-2)
3. § 144G.72. [↑](#footnote-ref-3)
4. § 144G.911. [↑](#footnote-ref-4)