

**EXHIBIT 10**  
**A CARING HOME, LLC**  
**UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES AND**  
**AMENITIES (UDALSA)**

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# Uniform Disclosure of Assisted Living Services and Amenities

## Purpose

This is a required document per [144G.40 Subd. 2 \(www.revisor.mn.gov/statutes/cite/144G.40\)](http://www.revisor.mn.gov/statutes/cite/144G.40) of all assisted living facilities to describe the services, supports, and amenities available at the assisted living facility. Prospective residents and their families can use this tool to determine if the assisted living facility can meet their needs, allow them to compare options among various settings, and make informed decisions about selecting an assisted living facility setting. The information presented here may be important for a resident's ability to age in place. Assisted living facilities are not required to provide all the services listed, and available services are subject to change. The facility will indicate which services are provided and any limitations that may pertain to the service.

You are also encouraged to tour facilities, talk with other residents, residents' family members, or meet one-on-one with facility staff during the selection process. The disclosure checklist is not a substitute for the assisted living contract, which is a separate document that will include the specific services to be provided to the individual resident and the fees per services.

## General Information

03/29/2022

This information is current as of (MM/DD/YYYY): \_\_\_\_\_

A CARING HOME LLC

Name of Assisted Living: \_\_\_\_\_

Unique building/unit descriptive (if applicable): \_\_\_\_\_

712 E 152ND STREET BURNSVILLE, MN 55306

Physical Address: \_\_\_\_\_

If the indicated services are provided for more than one building/unit (on the campus), list all additional buildings/units this applies to. Use additional pages if necessary.



X  No additional buildings/units

Additional Building:

Unique building/unit descriptive (if applicable): \_\_\_\_\_

Physical Address (if different than above): \_\_\_\_\_

Additional Building:

Unique building/unit descriptive (if applicable): \_\_\_\_\_

Physical Address (if different than above): \_\_\_\_\_

Additional Building:

Unique building/unit descriptive (if applicable): \_\_\_\_\_

Physical Address (if different than above): \_\_\_\_\_

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UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Facility/Campus listed above has the following license. Check one:

- X Assisted Living Facility License
- Assisted Living Facility with Dementia Care License

Availability of Unlicensed Staff (ULP); check one:

- X Unlicensed staff are in the building and available to respond to resident requests 24/7
- Unlicensed staff may either be in the building, in an attached building, or within the campus and available to respond to resident requests 24/7

Availability of Licensed (RN/LPN) Staff (in *addition* to an RN who is required to be accessible to the staff 24/7); check one if applicable:

- Licensed staff are on site 24/7
- X  Licensed staff are either in the building, an attached building, or within the campus and available to respond to resident requests 24/7

Number of unlicensed direct care staff typically scheduled per shift:

1

Day Shift: \_\_\_\_\_

1

Evening Shift: \_\_\_\_\_

1

Night shift: \_\_\_\_\_

## Payment Options

The facility will indicate by placing an “X” in the “Available” column if the payment option is accepted (may check more than one). Please indicate in the “Comments” column below if a pre-determined length of private funds payment source is required before acceptance of Medicaid or waived service funds; and if yes, indicate the number of months required.

### Payment Options for Housing Contract

Payment Option	Accepted	Comments
Private Pay		
Sliding Scale		
Housing Support (formerly Minnesota Group Residential Housing) Payments		
Federal rent subsidy		

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### UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Payment Option	Accepted	Comments
Other; explain		

### Payment Options for Services

Payment Option	Accepted	Comments
Waivered Services (EW, CADI, BI); specify any limitations	X	
Private Pay	X	
Long Term Care Insurance		
Other; explain		

## Services and Amenities Available

Below is a list of services that are available to assisted living residents. The facility will indicate by placing a “yes” or “X” in the “Available” column if the service is provided or available at/on the campus/unit of the location listed above. If the “Available” column is blank, the facility does **not** provide that service.

### Section 1: Dementia Care (pertains only to an Assisted Living with Dementia Care license)

Check each service available at the location(s) listed above.

#### Dementia Care Services Available

Service	Available	Comments
Secured unit or building for wandering or exit-seeking behavior		
Secured outdoor grounds on facility premises		
Individualized digital/alarm monitoring for wandering or exit-seeking behavior		
Prepared to manage challenging behaviors	X	PER RN ASSESSMENT

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#### UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Other; specify in comments		

### Section 2: Medication Management

Check each service available at the location(s) listed above.

#### Medication Management Services Available

Service	Available	Comments

Verbal or visual reminders to take regularly scheduled medications; specify any limit to frequency in comments	X	
Communication with physician/pharmacy about ordering or refill requests	X	
Medication administration by licensed or unlicensed personnel	X	
Delivery of medication to resident previously set up by the facility nurse	X	
Medications set up by nurse for resident to self-administer	X	
Delivery of medication from the original containers to resident	X	
Delivery of liquid or food to resident if required to ingest medication	X	
Delegation of medication management services by licensed health professional to unlicensed staff	X	
Central storage of medication	X	
Diabetic Care: insulin pen dosing	X	ALSO PROVIDE ADMINISTRATION
Diabetic Care: insulin pump management		
Diabetic Care: insulin syringe dosing		
Diabetic Care: sliding scale insulin management		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Clinical monitoring of labs related to medications		
Anticoagulant medication management		
B-12 injections		

Nutritional supplement administration	X	As prescribed by physician
(IV) Intravenous management		
PICC lines (Peripherally Inserted Central Catheter)		
Injections; specify types or limits in comments (IM, SQ)	X	Staff will be trained to do insulin pens. Only nurse can do IM.
Nebulizers	X	
Inhalers	X	
Ear drops	X	
Eye drops	X	
Topicals	X	
Patches	X	
Medication delivery via enteral (feeding) tube		
Pain pump management		
Medical cannabis administration (pill form) for certified patients		
Medical Cannabis storage for certified patients		
Cannabidiol oil administration for certified patients		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
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Other; specify in comments		
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### Section 3: Treatments & Therapies

Check each service available at the location(s) listed above.

#### Treatments & Therapies Available

Service	Available	Comments
Verbal or visual reminders to perform regularly scheduled treatments or exercises	X	
Wound care: basic	X	
Wound care: complex		
Diabetic care: blood glucose monitoring	X	
Diabetic care: foot/nail care	X	By nurse only
C-PAP	X	
Bi-PAP	X	
Oxygen Management; specify any delivery system limitations	X	
Oxygen saturation checks	X	
Ventilators		
Suctioning		
Tracheostomy Care: cleaning of site and tube		
Tracheostomy Care: showering assistance		

## UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES &amp; AMENITIES

Service	Available	Comments
Tracheostomy Care: suctioning assistance		
Pacemaker Checks	X	AS INSTRUCTED BY RN
Arrange for On-Site Dialysis		
Arrange for/set-up Off-Site Dialysis	X	
Peritoneal Dialysis (on-site)		
Compression stockings	X	
Lymphedema wraps	X	
Fall Prevention: balance assessments	X	By the nurse
Fall Prevention: exercise programs		
Fall Prevention: strength training		
Integrative Health Services: acupuncture		
Integrative Health Services: aromatherapy		
Integrative Health Services: healing touch		
Integrative Health Services: massage		
Blood pressure checks	X	
Daily weight check	X	If ordered by physician
Indwelling urinary catheter care; emptying and bag changes	X	STAFF WILL CHANGE BAG AND COLLABORATE WITH SKILLED AGENCY CATH CHANGE



Indwelling urinary catheter replacement by nurse		
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## UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES &amp; AMENITIES

Service	Available	Comments
Straight (intermittent) catheter assistance		
Suprapubic catheter care	X	IF COLLABORATION WITH SKILLED AGENCY OR CLINIC
Ostomy care	X	PER RN ASSESSMENT
Arrangements for and coordination with hospice care	X	COORDINATE WITH OUTSIDE AGENCY
End-of-life palliative care		
Access to and training on use of automatic electronic defibrillators (AED)		
Training of and use of Cardiopulmonary Resuscitation (CPR)		
Other; specify in comments		

## Section 4: Assistance with Activities of Daily Living

Check each service available at the location(s) listed above.

## Assistance with Daily Living Activities Available

Service	Available	Comments
Dressing	X	
Bathing: shower	X	
Bathing: bathtub	X	
Oral hygiene	X	

Denture care	X	
Cueing/reminders for self-care	X	

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UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Use of special utensils	X	
Feeding assistance for residents with complicated eating problems		
Set-up and cut food at meals	X	
Manual Feeding; specify limits in comments	X	DEPENDANT ON NURSE ASSESSMENT
Tube Feeding; specify limits in comments	X	G-TUBE- IF WELL ESTABLISHED PER RN ASSESSMENT
Feeding in common area with one staff member per resident		
Feeding in resident's apartment with one staff member per resident		
Grooming: hair care, make-up, shaving, application of lotion, etc.	X	
Nail care: toenails, fingernails	X	
Toileting: standby assistance/supervision	X	
Changing incontinence products; perineal care	X	
Ordering replacement incontinence products	X	
Assistance with bowel and bladder control, devices, and training programs		
Other; specify in comments		

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UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

## Section 5: Mobility Support

Check each service available at the location(s) listed above.

### Mobility Services Available

Service	Available	Comments
Standby Assistance	X	
Transfers with assist of one staff	X	
Transfers with assist of two staff		
Transfers utilizing sit-to-stand lifts		
Transfers utilizing sliding boards		
Transfers utilizing bariatric equipment		
Ceiling lift transfers		
Non-mechanical transfers (trapeze)		
Mechanical lift: assist of 1 transfer		
Mechanical lift: assist of 2 transfer		
Ambulation with assist of 1	X	
Bed mobility	X	
Assistance with chair mobility	X	
Chair Glide System		
Mechanical Stair Lift System		
Handrails; in personal space		

## UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES &amp; AMENITIES

Service	Available	Comments
Elevators		
Other; specify in comments		

## Section 6: Security &amp; Monitoring

Check each service/option available at the location(s) listed above.

## Security and Monitoring Services

Service	Available	Comments
Every 15-minutes safety checks		
Every 30-minutes safety checks		
Hourly safety checks		
Every two-hours safety checks	X	IF NEEDED AS PER NURSE ASSESSMENT
Daily safety checks	X	
Emergency call system; specify type in comments		
Non-emergency call system; specify type in comments	X	CALL THE CLINICAL NURSE SUPERVISOR. CALL THE ADMINISTRATOR AT 612-750-5968
Digital wander alert device on resident		
Wander alert system at facility exits		
Staff monitoring at facility exits; specify method in comments		
Visitor check-in/check-out at facility main entrance	X	

Bed alarms or movement sensing technology		
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UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Door sensors: specify locations (unit, resident room, exits, etc.)		
Security Guard		
Security cameras in common spaces	X	Both floors
Key card/fob access: specify locations (unit, resident room, exits, etc.)		
Other lock systems: specify locations (unit, resident room, exits, etc.)		
Emergency generator(s) to power the facility during power outages		
Other; specify in comments		

## Section 7: Dining and Nutrition

Check each service/option available at the location(s) listed above.

### Dining and Nutrition Services

Service	Available	Comments
Three meals available, plus snacks	Required	
Breakfast available in community space	X	
Breakfast available; delivered to apartment	X	
Lunch available in community space	X	
Lunch available; delivered to apartment	X	

Dinner available in community space	X	
Dinner available; delivered to apartment	X	

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Meal tray delivery and pick-up from resident's unit	X	UPON RESIDENT REQUEST
Meal preparation in resident's unit		
Thickened Liquids; specify limits in comments	X	IF IDENTIFIED IN RESIDENT SERVICE PLAN/IDENTIFIED NEED. -ONLY PRE-MIXED
Modified Texture Diets; specify limits in comments		
Therapeutic Diets: cardiac		
Therapeutic Diets: diabetic or calorie controlled		
Therapeutic Diets: gluten-free		
Therapeutic Diets: high fiber		
Therapeutic Diets: low fat/low cholesterol		
Therapeutic Diets: low sodium		
Therapeutic Diets: no added salt		
Therapeutic Diets: renal diet		
Other special diets:		
Other special diets: (vegetarian, vegan, etc.) specify in comments		
Dietitian or Nutritionist Services		

Carbohydrate intake/tracking		
Meal consumption tracking		
Other; specify in comments / NO PORK	X	PORK WILL NOT BE SERVED AT ANY TIME. CLIENT CAN HAVE PORK OUTSIDE THE FACILITY.

## UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES &amp; AMENITIES

## Section 8: Supportive Services

Check each service available at the location(s) listed above.

## Supportive Services Available

Service	Available	Comments
Daily "I'm okay" checks service; specify procedure in comments	X	STAFF PERFORM SAFETY CHECKS UPON BEGINNING OF SHIFT.
Assistance with meals or food preparation	X	
Daily Social and Recreational Services	Required	
Housekeeping: bed making	X	
Housekeeping: defrost and clean refrigerator	X	
Housekeeping: dusting	X	
Housekeeping: organize closets and drawers	X	
Housekeeping: trash removal; specify frequency in comments	X	AS NEEDED
Housekeeping: weekly general cleaning (clean floors, sinks, shower/tub, toilet, and vacuum)	X	
Housekeeping: other; specify in comments		
Laundry: linen (change bed, launder sheets, towels)	X	
Laundry: wash, dry, and fold clothing; specify loads per week in comments	X	DEPENDS ON NEED

Laundry: other; specify in comments		
Schedule offsite social and recreational activities	X	
Schedule medical and social service appointments	X	
Assistance with arranging transportation for personal, social, and recreational activities	Required	

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Assistance with arranging transportation to medical and social services appointments	Required	
Provide transportation to social and recreational activities	X	
Provide transportation to medical and social service appointments	X	
Assistance accessing community resources and social services	Required	
Shopping: facility sponsored	X	
Spiritual Care/Religious Services; on-site	X	ARRANGE PER RESIDENT CHOICE
Assistance with bill paying/budgeting		
Communication boards or other supplemental communication devices		
Primary languages spoken by staff	X	ENGLISH, SOMALI, SWAHILI
Supervision of smoking		
Other; specify in comments		

### Section 9: Staffing

Check each option available at the address location(s) listed above.



### Staffing Available

Staffing	Available	Comments
One-to-One staffing available		
One-to-One staffing for special circumstances	X	UPON REQUEST AND IF BEING REIMBURSED FOR SERVICE BASED ON STAFF AVAILABILITY
Overnight companion		

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### UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Staffing	Available	Comments
Registered Nurse: on-site "part time"	X	
Registered Nurse: on-site "full time"		
Licensed Practical Nurse: on site "part time"		
Licensed Practical Nurse: on-site "full time"		
Assisted Living Director: on-site "part time"	X	
Assisted Living Director: on site "full time"		
Advanced Practice Registered Nurse: on-site "part time"		
Advanced Practice Registered Nurse: on site "full time"		
Activities Director: Part Time		
Activities Director: Full Time		
Dietician/Nutritionist consultant available or can be arranged		
Physical Therapist available or can be arranged		

Respiratory Therapist available or can be arranged		
Occupational Therapist available or can be arranged		
Speech Language Pathologist available or can be arranged		
Social Worker available or can be arranged		
Other Licensed Professional available; specify type in comments		
Other; specify in comments		

### Section 10: Amenities

Check each option available at the location(s) listed above.

#### Amenities Available

Amenity	Available	Comments
Accessible bathrooms; specify limits in comments	X	SHARED BATHROOMS 1 MAIN FLOOR; 1 BASEMENT
Private units	X	4 PRIVATE UNITS
Semi-private units		
Studio/efficiency units		
One-bedroom units	X	4 PRIVATE UNITS
Two-bedroom units		
Kitchen/Kitchenettes in units		
Internet access	X	
Cable (television)	X	

Pets allowed		
Pet care; specify in comments		
Pool		
Whirlpool		
Exercise Room		
Library		
Activity Room		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Garden/outdoor spaces	X	
Chapel		
Private entertaining space		
Communal Dining room	X	
Beauty/Barber Shop		
Parking available for residents	X	
Parking available for guests	X	
Guest accommodations		
Laundry Room accessible to Residents	X	
Washer-Dryer in units	X	
Central Air Conditioning	X	

Fully sprinklered building		
Designated smoking area inside (not apartment space)		
Designated smoking area outside	X	
Other amenity; specify in comments		
Other amenity; specify in comments		

## Additional Information

Sixty days before the facility plans to reduce or eliminate one or more services for a particular resident, the facility must provide written notice of the reduction. Refer to 144G.55 Subd. 1(d) ([www.revisor.mn.gov/statutes/cite/144G.55](http://www.revisor.mn.gov/statutes/cite/144G.55)).

Residents may choose to obtain services from an outside service provider at their own cost. Residents may also obtain services from an outside service provider if the resident’s assessed needs exceed the scope of services the facility can provide as agreed upon in the contract and are not included in the checklist. If this occurs and the resident is not able to obtain services from an outside service provider, then the facility may require the resident move to facility or care setting that is able to meet the resident’s needs. In the event this occurs, the facility will assist in a coordinated move of the resident to a safe and appropriate location. Prospective Residents need to call the Senior LinkAge Line to discuss their housing options before signing a contract with a licensed assisted living facility. The Senior LinkAge Line is available Monday through Friday from 8am to 4:30pm at 1-800-333-2433. You can get further information, at no cost, about advocacy or care options from:

- Office of Ombudsman for Long Term Care (<https://mn.gov/board-on-aging/direct-services/ombudsman/>); 1-800-657-3591
- Office of Ombudsman for Mental Health and Developmental Disabilities (<https://mn.gov/omhdd/>); 1-800-657-3506
- Minnesota Directory for community resources: [www.MinnesotaHelp.Info](http://www.MinnesotaHelp.Info) ▪ Minnesota Senior LinkAge Line ([www.seniorlinkageline.com/](http://www.seniorlinkageline.com/)); 1-800-333-2433

By signing below, I acknowledge that I have reviewed this document. This is NOT a contract to receive services.

01/06/2022

\_\_\_\_\_

FARDOWSA MOHAMED

\_\_\_\_\_

Date (MM/DD/YYYY)

Individual or Legal/Designated Representative

**EXHIBIT 11**

**Policy Title:** Discharge and Transfer of Residents

**Effective Date:** August 1, 2021

**Reference:** MN Statute 144G.52, 144G.55, 144G.56; MN Rules 4659.0120

**Policy Statement:** Residents discharged or transferred from A Caring Home will have a coordinated process for discharge or transition to another provider/setting.

**Definitions:**

**Termination** means a facility-initiated termination of housing provided to the resident under the contract or a facility-initiated termination or nonrenewal of all assisted living services the resident receives from the facility under the contract.

**Notice to Cure** is served on a resident, by the landlord, after the resident has violated a term or condition of the lease or assisted living contract. This Notice gives the resident a specific amount of time to cure the lease violation.

**Safe Location** is not a private home where the occupant is unwilling or unable to care for the resident, a homeless shelter, a hotel or a motel.

**Procedure: Voluntary Discharge**

1. If a resident voluntarily discharges or transfers from the facility, A Caring Home will, at the request of the resident or resident's representative(s), take steps to ensure a coordinated discharge or transfer, including sending a copy or summary of the resident's record to the new provider, facility or the resident.
2. If a resident voluntarily discharges or transfers from the facility for any reason, and the resident continues to need health-related services, A Caring Home will assist the resident to access home care or alternative services by providing a list of appropriate providers in the area to the resident or resident representative(s).
3. A Caring Home will maintain communication with the resident and/or resident representative(s) during the discharge process.

**Procedure: Facility-Initiated Termination**

4. Prior to issuing a notice of termination, A Caring Home shall schedule and participate in a pretermination meeting with the resident, the resident's legal representative and the resident's designated representative to discuss the reason(s)

for the proposed termination and identify/offer reasonable accommodations, modifications or other alternatives to avoid the termination.

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- a. A written notice for the meeting will be provided to the resident and the resident's representatives at least five (5) business days in advance and shall include the following information:
  - i. A proposed date, time and location for the meeting
  - ii. A detailed explanation of the reason or reasons for the proposed termination
  - iii. A list of facility individuals who will attend the meeting
  - iv. An explanation that the resident may invite family members, relevant health professionals, a representative from the Office of Ombudsman for Long-Term Care and other individuals of the resident's choosing to attend the meeting
  - v. Contact information for the Office of Ombudsman for Long-Term Care and the Office of Ombudsman for Mental Health and Developmental Disabilities with a statement that the ombudsman offices provide advocacy services for residents
  - vi. The name and contact information for an individual from the facility for the resident to contact about the meeting or to request an accommodation
  - vii. Notice that attendees at the meeting may request reasonable accommodations for communication or language
  - viii. Notice of the right to appeal the decision
- b. A written notice will be provided to the resident, the resident's representatives and the resident's case manager of any changes to the date, time or location of the pretermination meeting.
- c. This pretermination meeting shall be scheduled to take place at least seven (7) days before a notice of termination is issued; the facility will make a reasonable effort to ensure that the resident, legal representative and designated representative are able to attend.
- d. The resident will be notified that family members, relevant health professionals, a representative from the Office of Ombudsman for Long-Term Care and/or others of the resident's choosing may participate in the meeting.
- e. If a resident receives home and community-based waiver services, the resident's case manager shall be notified of the meeting.
- f. In the event of an emergency relocation (see below) and an in-person meeting is impractical or impossible, the meeting may be scheduled via telephone, video or other means.

5. A Caring Home will collaborate with the resident, the resident's representatives,

case manager and others invited by the resident to identify and offer reasonable accommodations, modifications, interventions or alternatives that can address the issues underlying the termination.

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6. Within 24 hours of the pretermination meeting, the resident and the resident's representatives, including the case manager if present at the meeting, will be provided with a written summary of the meeting. The summary shall include any agreements related to accommodations, modifications, interventions or alternatives that will be implemented to avoid terminating the resident's assisted living contract.
7. A Caring Home will provide a written notice of the resident's contract termination by hand delivery or first-class mail with service of the notice proved by affidavit of the person effectuating service. If sent by mail, the facility will mail the notice to the resident's last known address.
8. Notice to the ombudsman will be provided as soon as possible or practical, but at least within two (2) business days after providing notice to the resident and shall include the phone number for the resident or, if the resident does not have a phone number, the number for the resident's representative or case manager.
9. A written resident relocation evaluation shall be prepared that includes the following:
  - a. The resident's current service plan
  - b. A list of safe and appropriate housing and services providers that are reasonably close geographically to the facility and are able to accept a new resident
  - c. The resident's needs and choices
  - d. The right of the resident to tour the safe location and appropriate service provider, if applicable, prior to relocation
10. A written copy of the relocation evaluation shall be provided to the resident, the resident's representative and case manager as soon as possible or practical, but not later than the planning conference.
11. If the resident's contract is terminated or the resident plans to move out of the facility because of the pretermination/termination process, a planning conference will be held to develop a written relocation plan with the resident, the resident's representative and case manager, if any, as well as others invited by the resident.
12. The relocation plan will incorporate the relocation evaluation and will include the following:
  - a. The date and time of the resident's move
  - b. Contact information for the receiving facility
  - c. Plans for transporting the resident's personal property and pets to the new housing provider
  - d. Plans for care and storage of the resident's belongings
  - e. Recommendations to assist the resident to adjust to the new living environment

f. Recommendations for addressing the stress that a resident with dementia may experience when moving to a new environment, if applicable

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g. Recommendations for ensuring the safe and proper transfer of the resident's medications and medical equipment

h. Arrangements for follow-up care and meals

i. Plans for transferring and reconnecting phone, internet services and other electronic monitoring equipment

j. Responsible person(s) for paying for moving expenses and method of payment

13. A copy of the written plan will be provided to the resident and, with the resident's consent, the resident's representatives and case manager.

14. If the termination is due to nonpayment of rent or services, when the notice is issued, the facility will inform the resident that public benefits may be available. a. Contact information for the Senior LinkAge Line will be provided b. An interruption of a resident's public benefits that lasts for no more than 60 days does not constitute nonpayment.

15. Termination for violation of the assisted living contract may be initiated if the resident violates a lawful provision of the contract and does not cure the violation within a reasonable amount of time after the facility provides written notice of the ability to cure to the resident.

a. The notice to cure will be provided in person or by first class mail b. The notice to cure may not be provided if the violation threatens the health or safety of the resident or another individual in the facility or constitutes illegal conduct

16. A Caring Home will not terminate the assisted living contract if the underlying reason for the termination may be resolved by the resident obtaining services from another provider of the resident's choosing and the resident obtains those services.

17. A written notice of contract termination will be issued to the resident, the resident's legal representative and the resident's designated representative at least 30 days before the effective date of the termination

18. If a resident moves out of or cancels services from the facility, the facility may enforce any notice periods under the assisted living contract.

### **Expedited Termination**

19. An expedited termination of housing will be issued for the following reasons: a.

The resident has engaged in conduct that substantially interferes with the rights, health or safety of other residents;

b. The resident has engaged in conduct that substantially interferes with the safety or physical health of facility staff; or

c. The resident has committed an act under MN Statute 504.171 that



substantially interferes with the rights, health or safety of other residents

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20. An expedited termination of services will be issued for the following reasons: a.

The resident has engaged in conduct that substantially interferes with the resident's health or safety;

b. The resident's assessed needs exceed the scope of services agreed upon in the assisted living contract and are not included in the uniform disclosure of assisted living services and amenities; or

c. Extraordinary circumstance exist, causing the facility to be unable to provide the resident with the services disclosed in the uniform disclosure of assisted living services and amenities that are necessary to meet the resident's need.

21. A written notice of an expedited contract termination will be issued to the resident, the resident's legal representative and the resident's designated representative at least 15 days before the effective date of the termination.

### **Emergency Relocation**

22. A Caring Home may remove a resident in an emergency if necessary due to a resident's urgent medical needs or an imminent risk the resident poses to the health or safety of another resident or staff member.

23. An emergency relocation is not a termination.

24. If there is an emergency relocation and A Caring Home intends to issue a notice of termination following the relocation and an in-person pretermination meeting is not possible or practical, the meeting may be via telephone, video or other electronic format.

a. A Caring Home will ensure that the resident, the resident's representatives, any case manager, others inviting by the resident and the representative of an ombudsman's office are able to participate

b. If the pretermination meeting is held after the emergency relocation, A Caring Home will provide a notice at least 24 hours in advance of the meeting with detailed instructions on how to access the means of communication for the meeting in addition to the other required content of the notice.

25. In the event of an emergency relocation, the facility will, as soon as possible, provide written notice of Emergency Relocation to the following:

a. The resident

b. The resident's legal representative

c. The resident's designated representative

d. If the resident receives home and community-based services, the resident's case manager

e. If the resident has been relocated and not returned to A Caring Home within four (4) days, the Office of Ombudsman for Long-Term Care.

26. Following an emergency relocation, A Caring Home's refusal to provide housing or services constitutes a termination and triggers the termination process.

## Right to Return

27. If a resident is absent from the facility for any reason, A Caring Home shall not refuse to allow the resident to return if a termination of housing has not been implemented.

28. If a resident is transferred to the care of another home care agency, assisted living or other health care practitioner or provider, or is admitted to an inpatient facility, A Caring Home will, with the resident's knowledge and consent, take steps to ensure a coordinated transfer, including providing the following information in a timely manner to the new facility, nursing home or provider:

- a. The resident's full name and date of birth
- b. Name/address of sending facility and name/address of a contact person at the facility for additional information
- c. Resident admission and discharge dates
- d. Insurance information
- e. Name, phone number and address of the resident's designated representatives and legal representatives
- f. The resident's most recent service or care plan
- g. Names and addresses of any significant social or community contacts the resident has identified
- h. Name and phone number of the resident's physician, if known
- i. Copies of health care directives, "do not resuscitate" orders, "physician order for life sustaining treatment" and any guardianship orders or power of attorney
- j. If relevant to the services being provided:
  - i. Current documented diagnoses
  - ii. Known allergies
  - iii. Current physician orders
  - iv. All medication administration records
  - v. The most recent resident assessment

29. A Discharge Summary will be completed by the RN for all residents discharged from assisted living. A copy of the Discharge Summary will be provided to the resident and, with the resident's consent, to the resident's representatives and case manager and will be made available to the resident's health care practitioner.

30. The Discharge Summary shall include:

- a. A summary of the resident's stay that includes:
  - i. Diagnoses,
  - ii. Courses of illnesses

- iii. Allergies
- iv. Treatments

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v. Therapies

vi. Pertinent lab, radiology and consultation results

- b. A final summary of the resident's status from the last assessment or review, including baseline and current mental, behavioral and functional status
- c. A reconciliation of all predischARGE medications with the resident's post discharge prescribed and over the counter medications
- d. A post discharge plan developed with the resident, and with the resident's consent, the resident's representatives to help the resident adjust to a new living environment. The plan must indicate:
  - i. Where the resident plans to reside
  - ii. Any arrangements made for follow-up care
  - iii. Post discharge medical and nonmedical services needed by the resident

**Transfers within Facility**

- 31.If a resident transfers within the facility to another room or unit, A Caring Home will ensure a safe, orderly, coordinated and appropriate process.
- 32.A resident may not be transferred without consent except if conditions render the resident's room or unit uninhabitable or there is a change in facility operations necessitating transfers.
- 33.A written notice of at least 30 days will be provided to the resident and the resident's legal and designated representatives that includes:
  - a. The effective date of the proposed transfer
  - b. The transfer location
  - c. A statement that the resident may refuse the proposed transfer and may discuss any consequences of the refusal with staff
  - d. The name and contact information of a person employed by the facility with whom the resident may discuss the notice of transfer
  - e. Contact information for the Office of Ombudsman for Long-Term Care
- 34.If the resident consents to the transfer, A Caring Home will evaluate the resident's needs, including those related to psychological, cognitive and health care and the accessibility of the room or unit and will provide reasonable modifications or accommodations for the resident's disabilities prior to determining a location or unit.
- 35.The transfer may be conducted with less than 30-day notice if it is necessary due to the following:
  - a. Conditions that render the resident's room or living unit uninhabitable
  - b. The resident's urgent medical needs
  - c. Risk to the health or safety of another resident of the facility

36.If the transfer is due to a change in facility operations, including curtailment, reduction or capital improvement, the facility will:

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- a. Minimize the number of transfers
- b. Consider individual resident needs and preferences
- c. Provide reasonable accommodations for resident requests
- d. In advance of any notice to residents or their legal or designated representatives, provide notice to the Office of Ombudsman for Long-Term Care and, when appropriate, to the Office of Ombudsman for Mental Health and Developmental Disabilities of the change in facility operations

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## **EXHIBIT 12**

**Policy Title:** Nonrenewal of Housing, Service Reduction and Planned Closure and License Revocation

**Effective Date:** August 1, 2021

**Reference:** MN Statute 144G.53, 144G.56; 144G.57, MN Rules 4659.0120

**Policy Statement:** If A Caring Home needs to issue a nonrenewal of housing or service

reduction or closes the facility, there will be a coordinated process for residents to ensure they are in a safe location.

**Procedure:**

1. If the decision is to not renew a resident's housing under a contract or reduces services to the extent that a resident needs to move, A Caring Home will either provide the resident, the resident's representative and case manager, if any, with 60 calendar days' notice of the nonrenewal and assist with relocation planning or follow the termination procedure described above.
2. The **notice of nonrenewal** must include the following:
  - a. A detailed reason for the nonrenewal
  - b. Contact information of the Office of Ombudsman for Long-Term Care
  - c. Name and contact information of the person employed by the facility with whom the resident may discuss the nonrenewal
3. The notice of nonrenewal will be provided to the Office of Ombudsman for Long-Term Care.
4. The **notice of reduction** must include the following:
  - a. A detailed reason for the reduction
  - b. The date of the reduction of services
  - c. Contact information of the Office of Ombudsman for Long-Term Care
  - d. Name and contact information of the person employed by the facility with whom the resident may discuss the reduction of services
  - e. A statement that if the services being reduced are still needed by the resident, the resident may stay in the facility and seek services from another provider
  - f. A statement that if the reduction makes the resident need to move, the facility will participate in a coordinated transfer to another provider or caregiver
5. If the facility, resident, resident's legal representative or a designated representative determines that the reduction of services will require the resident to move to a new location, the facility will provide the notice to the Office of Ombudsman for Long-Term Care.
6. A Caring Home will ensure a coordinated move to a safe location that is appropriate for the resident; and, if services are still needed and desired by the resident, will locate and work with an appropriate service provider.

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7. The resident's goals will be considered in the move and A Caring Home will consult and work with all relevant health professionals and others of the resident's choosing in making arrangements for the move.
8. A Caring Home will prepare a written plan for the move.

**Planned Closure:** In the event A Caring Home chooses to voluntarily close the facility, the following process will be implemented.

1. A proposed closure plan will be developed, including the following:

- a. Plans for notification of residents
  - b. Resident termination planning
  - c. Assessments of the needs and preferences of each resident
  - d. Final accountings and returns
  - e. Additional actions/plans for resident relocation
2. The written proposed closure plan will be submitted to the Commissioner.
  3. The written proposed closure plan will be submitted to the Office of Ombudsman for Long Term Care.
  4. After approval by the Commissioner, notice of the closure of at least 60 days will be provided to residents, designated representatives, legal representatives and case managers (as applicable).
  5. In case of an emergency, the Commissioner may determine that the closure occurs in less than 60 days, and the facility will provide notice to residents as soon as possible or as directed by the Commissioner.
  6. Within 30 days of the effective date of a facility-initiated termination of housing or services, A Caring Home will provide to the resident, the resident's legal representative and the resident's designated representative a final statement of account and will return any funds, money, property or valuables held by the facility.
  7. A Discharge Summary will be completed by the RN for all residents discharged from assisted living. A copy of the Discharge Summary will be made available to the resident's health care practitioner.

**License Revocation:** Within three (3) calendar days of being notified of the final revocation, refusal to renew or suspension of the assisted living license, A Caring Home will complete the following:

1. Provide the commissioner, lead agencies, adult protection and case managers, and the Ombudsman for Long-Term Care with the following information.
  - a. A list of all residents, including full names and all contact information on file
  - b. A list of the residents' legal representatives, designated representatives, family member and other contacts indicated in the assisted living contract, including full names and all contact information on file
  - c. The location or current residence for each resident
  - d. The payor sources for each resident, including identification numbers
  - e. A copy of the residents' service plans and a list of the types of services being provided.
2. A Caring Home will cooperate with the commissioner, lead agencies, adult protection, case

managers and the Ombudsman for Long-Term Care during the process of transferring care of residents to qualified providers.

3. Within three (3) calendar days of being notified of the final revocation, refusal to renew, or suspension action, A Caring Home will notify and disclose to each of the residents, or the resident's legal and designated representatives or emergency contact persons, that the commissioner is taking action against the facility's license by providing a copy of the revocation, refusal to renew, or suspension notice issued by the commissioner.
4. A Caring Home will continue operations during the transfer process.