

**Ashby Living Center  
NEW RESIDENT INTRODUCTION**

**This information will help our staff get to know you.**

Resident Name: \_\_\_\_\_ Date of Admission: \_\_\_\_\_

Resident Prefers to be Called: \_\_\_\_\_ Apt# : \_\_\_\_\_

Diagnoses: \_\_\_\_\_

Special Care Needs: \_\_\_\_\_

Before coming to Ashby Living Center, resident lived: \_\_\_\_\_

Number of Children: \_\_\_\_\_ Names: \_\_\_\_\_

\_\_\_\_\_

Significant Other is: Alive: \_\_\_\_\_ Deceased: \_\_\_\_\_ Divorced: \_\_\_\_\_

Previous Employment Title: \_\_\_\_\_

Activities Enjoyed: \_\_\_\_\_ Favorite Foods: \_\_\_\_\_

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

Resident enjoys talking about: \_\_\_\_\_

\_\_\_\_\_

Dislikes / Frustrations: \_\_\_\_\_

Please Assist With:

Bathing: \_\_\_\_\_ Showering: \_\_\_\_\_ Dressing: \_\_\_\_\_ Toileting: \_\_\_\_\_

Hair/Make-up: \_\_\_\_\_ Dentures: \_\_\_\_\_ Cutting Food: \_\_\_\_\_ Wandering: \_\_\_\_\_

In/Out of Bed: \_\_\_\_\_ Urinary Incontinence \_\_\_\_\_ Bowel Incontinence \_\_\_\_\_

Other Needs: \_\_\_\_\_

Diet: Regular: \_\_\_\_\_ Low Salt: \_\_\_\_\_ Low Sugar: \_\_\_\_\_ Soft: \_\_\_\_\_

Ground Meats: \_\_\_\_\_ No Dairy: \_\_\_\_\_ Diabetic: \_\_\_\_\_

Other Special Dietary Needs: \_\_\_\_\_ Fluid Restriction: \_\_\_\_\_

Nutritional Supplements: \_\_\_\_\_ Food Allergies: \_\_\_\_\_

Ambulation:  Independent  Walker  Cane  Gait Belt  WC \_\_\_\_\_

Resident Likes to:

Get up Early: \_\_\_\_\_ Go to Bed Early: \_\_\_\_\_

Sleep Late: \_\_\_\_\_ Go to Bed Late: \_\_\_\_\_

Other Special Needs / Interests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Person Completing Form \_\_\_\_\_ Date \_\_\_\_\_

**Ashby Living Center  
RESIDENT HANDBOOK ACKNOWLEDGEMENT**

I acknowledge receipt of a copy of the Ashby Living Center handbook. I am aware of my responsibilities to read this handbook and to consult with management should I not understand any statements.

<b>Resident/Responsible Party Signature</b>	<b>Date</b>

**Ashby Living Center  
CPR POLICY**

**I understand that it is the policy of Ashby Living Center NOT to provide CPR (cardiopulmonary resuscitation) for residents in the event of a life threatening emergency. The Ashby Living Center staff will immediately call 911 in such an event. This pertains to all staff, including nurses.**

<b>Resident / Responsible Party</b>	<b>Date</b>

**Ashby Living Center**  
**ADVANCE DIRECTIVES POLICY**  
**MN RULE 145B**

Ashby Living Center recognizes that all persons have the fundamental right to make decisions about their own treatment. This includes the right to accept or refuse medical treatment. Valid advanced directives will be followed to the extent permitted and required by law. In the absence of advanced directives, Ashby Living Center will provide care according to the Plan of Care established by the physician.

Ashby Living Center will not condition the provision of care or discriminate against the resident based on whether or not advanced directives have been established. The resident has the right to revoke or change an advanced directive at any time. The resident will need to notify the Ashby Living Center RN or Director of any changes made.

If Ashby Living Center cannot, for any reason, carry out the resident's advanced directive, they will notify the resident/caregiver and if necessary, assist the resident to find an alternative provider.

Ashby Living Center will respect the advanced directives signed by the resident and properly witnessed. All advanced directives will be followed to the extent of the laws allowed in Minnesota. If the resident has an advance directive not permissible under State law, the resident will be immediately notified of our inability to follow the directive.

It is the responsibility of each resident, or their responsible party, to give Ashby Living Center a copy of their advanced directives. Ashby Living Center will not be held accountable for any copies not submitted for resident's home care record.

<b>Resident / Responsible Party</b>	<b>Date</b>
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**Ashby Living Center**  
**ADMISSION AND DISCHARGE CRITERIA**

Ashby Living Center, LLC. may not admit or retain any person:

1. Who is confined to a bed by illness or infirmities.
2. Who is destructive of property or self, or physically or mentally abusive to others.
3. Who has physical, mental, psychiatric or social needs that are not compatible with our licensure or with the care, treatment, or services provided by Ashby Living Center Living, ie; wander risks, combative, inappropriate behaviors such as striking out, combativeness, etc.
4. Who is in need of more than 3 hours of nursing care per week except for a temporary condition for which more than 3 hours of nursing care is needed for no more than 90 days.
5. Who requires 24 hour supervision by a registered nurse or licensed practical nurse.
6. Who has chronic personal care needs that cannot be met by the facility or a community agency.
7. Who requires a chemical or physical restraint.
8. Who is a permanent two person transfer.
9. Who fails to pay the monthly or care level charges incurred.
10. Who requires more care during the night hours than Ashby Living Center can sufficiently staff or safely provide services for the resident.
11. Who has toileting needs (bowel and/or bladder) that cannot be controlled with use of incontinent products, ie: resident refuses to wear incontinent products due to level of dementia etc.
12. Who is verbally or physically aggressive, defiant, abusive or otherwise disruptive to staff or residents.
13. Who interferes with the care of others.
14. Who has sufficient independence that they no longer need service assistance.

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**Resident / Responsible Party**

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**Date**

**Ashby Living Center  
OVER THE COUNTER MEDICATION POLICY**

**Copy to be Retained by Resident's Family / Responsible Party  
(a copy is provided in the Handbook)**

It is the policy of Ashby Living Center that no over the counter medications are to be stored in the resident rooms, unless a resident "self-administers" their own medications. All medications administered by Ashby Living Center staff are to have a physician's order (Ashby Living Center must have a copy of order), be packaged in unit doses, and be stored in the medication cart. Ashby Living Center asks that families, friends, and other parties not bring in such unauthorized over the counter medications to their loved one. If so, Ashby Living Center will remove the unauthorized medication from the resident's room.

\_\_\_\_\_

Resident/Responsible Party Signature	Date
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**RELEASE OF PERSONAL PROPERTY**

I, \_\_\_\_\_ in the event it is necessary to dispose of my personal property, hereby designate \_\_\_\_\_ as the recipient. \_\_\_\_\_ (Recipient name)  
\_\_\_\_\_ (Relationship).

\_\_\_\_\_

Resident / Responsible Party	Date
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**Note:** This form is not needed if Guardian, Conservator, or POA already in place. Items will be released to them.

# **Minnesota Home Care Bill of Rights for Assisted Living Clients of Licensed Only Home Care Providers**

## **Per Minnesota Statutes, Sections 1441A.44 and 144A.441**

THESE RIGHTS PERTAIN TO CONSUMERS RECEIVING HOME CARE SERVICES FROM LICENSED HOME CARE PROVIDERS WHO PROVIDE CARE FOR ASSISTED LIVING CLIENTS AS DEFINED BY 144G.

### **2010 Minnesota Statutes 144A.44 HOME CARE BILL OF RIGHTS**

#### **Subdivision 1. Statement of Rights**

A person who receives home care services has these rights:

- (1) the right to receive written information about rights in advance of receiving care or during the initial evaluation visit before the initiation of treatment, including what to do if rights are violated;
- (2) the right to receive care and services according to a suitable and up-to-date plan, and subject to accepted medical or nursing standards, to take an active part in creating and changing the plan and evaluating care and services;
- (3) the right to be told in advance of receiving care about the services that will be provided, the disciplines that will furnish care, the frequency of visits proposed to be furnished, other choices that are available, and the consequences of these choices including the consequences of refusing these services;
- (4) the right to be told in advance of any change in the plan of care and to take an active part in any change;
- (5) the right to refuse services or treatment;
- (6) the right to know, in advance, any limits to the services available from a provider, and the provider's grounds for a termination of services;
- (7) the right to know in advance of receiving care whether the services are covered by health insurance, medical assistance, or other health programs, the charges for services that will not be covered by Medicare, and the charges that the individual may have to pay;
- (8) the right to know what the charges are for services, no matter who will be paying the bill;
- (9) the right to know that there may be other services available in the community, including other home care services and providers, and to know where to go for information about these services;
- (10) the right to choose freely among available providers and to change providers after services have begun, within the limits of health insurance, medical assistance, or other health programs;
- (11) the right to have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information;
- (12) the right to be allowed access to records and written information from records in accordance with sections 144.291 to 144.298;
- (13) the right to be served by people who are properly trained and competent to perform their duties;
- (14) the right to be treated with courtesy and respect, and to have the patient's property treated with respect;
- (15) the right to be free from physical and verbal abuse;
- (16) the right to reasonable, advance notice of changes in services or charges, including at

least ten days' advance notice of the termination of a service by a provider, except in cases where:

- (i) the recipient of services engages in conduct that alters the conditions of employment as specified in the employment contract between the home care provider and the individual providing home care services, or creates an abusive or unsafe work environment for the individual providing home care services; or
  - (ii) an emergency for the informal caregiver or a significant change in the recipient's condition has resulted in service needs that exceed the current service provider agreement and that cannot be safely met by the home care provider;
- (17) the right to a coordinated transfer when there will be a change in the provider of services;
  - (18) the right to voice grievances regarding treatment or care that is, or fails to be, furnished, or regarding the lack of courtesy or respect to the patient or the patient's property;
  - (19) the right to know how to contact an individual associated with the provider who is responsible for handling problems and to have the provider investigate and attempt to resolve the grievance or complaint;
  - (20) the right to know the name and address of the state or county agency to contact for additional information or assistance; and
  - (21) the right to assert these rights personally, or have them asserted by the patient's family or guardian when the patient has been judged incompetent, without retaliation.

#### **Subd. 2. Interpretation and enforcement of rights.**

These rights are established for the benefit of persons who receive home care services. "Home care services" means home care services as defined in section 144A.43, subdivision 3, and unlicensed personal care assistance services, including services covered by medical assistance under section 256B.0625, subdivision 19a.

A home care provider may not require a person to surrender these rights as a condition of receiving services. A guardian or conservator or, when there is no guardian or conservator, a designated person, may seek to enforce these rights. This statement of rights does not replace or diminish other rights and liberties that may exist relative to persons receiving home care services, persons providing home care services, or providers licensed under Laws 1987, chapter 378. A copy of these rights must be provided to an individual at the time home care services, including personal care assistance services, are initiated. The copy shall also contain the address and phone number of the Office of Health Facility Complaints and the Office of Ombudsman for Long-Term Care and a brief statement describing how to file a complaint with these offices. Information about how to contact the Office of Ombudsman for Long-Term Care shall be included in notices of change in client fees and in notices where home care providers initiate transfer or discontinuation of services.

**History:** 1987 c 378 s 4; 1991 c 133 s 1; 1998 c 407 art 2 s 81; 1Sp2001 c 9 art 1 s 39; 2002 c 379 art 1 s 113; 2007 c 147 art 7 s 75; *art 10 s 15*; 2009 c 79 art 8 s 7



## **2010 Minnesota Statutes**

### **144A.441 ASSISTED LIVING BILL OF RIGHTS ADDENDUM.**

Assisted living clients, as defined in section 144G.01, subdivision 3, shall be provided with the home care bill of rights required by section 144A.44, except that the home care bill of rights provided to these clients must include the following provision in place of the provision in section 144A.44, subdivision 1, clause (16):

- "(16) the right to reasonable, advance notice of changes in services or charges, including at least 30 days' advance notice of the termination of a service by a provider, except in cases where:
- (i) the recipient of services engages in conduct that alters the conditions of employment as specified in the employment contract between the home care provider and the individual providing home care services, or creates an abusive or unsafe work environment for the individual providing home care services;
  - (ii) an emergency for the informal caregiver or a significant change in the recipient's condition has resulted in service needs that exceed the current service provider agreement and that cannot be safely met by the home care provider; or
  - (iii) the provider has not received payment for services, for which at least ten days' advance notice of the termination of a service shall be provided."

**History:** 2006 c 282 art 19 s 1

## **2010 Minnesota Statutes**

### **144A.442 ASSISTED LIVING CLIENTS; SERVICE TERMINATION.**

If an arranged home care provider, as defined in section 144D.01, subdivision 2a, who is not also Medicare certified terminates a service agreement or service plan with an assisted living client, as defined in section 144G.01, subdivision 3, the home care provider shall provide the assisted living client and the legal or designated representatives of the client, if any, with a written notice of termination which includes the following information:

- (1) the effective date of termination;
- (2) the reason for termination;
- (3) without extending the termination notice period, an affirmative offer to meet with the assisted living client or client representatives within no more than five business days of the date of the termination notice to discuss the termination;
- (4) contact information for a reasonable number of other home care providers in the geographic area of the assisted living client, as required by Minnesota Rules, part 4668.0050;
- (5) a statement that the provider will participate in a coordinated transfer of the care of the client to another provider or caregiver, as required by section 144A.44, subdivision 1, clause (17);
- (6) the name and contact information of a representative of the home care provider with whom the client may discuss the notice of termination;
- (7) a copy of the home care bill of rights; and
- (8) a statement that the notice of termination of home care services by the home care provider does not constitute notice of termination of the housing with services contract with a housing with services establishment.

**Resident / Responsible Party**

**Date**

# HIPAA NOTICE OF PRIVACY PRACTICES

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

This notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that related to your past, present or future physical or mental health or condition and related health care services.

### 1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Your protected health information may be used and disclosed by your physician, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the physician's practice, and other use required by law.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

Payment: Your protected health information will be used, as needed to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

Healthcare Operations: We may use or disclose, as needed, your protected health information in order to support the business activities of your physician's practice. These activities include, but not limited to, quality assessment activities, employee review activities, training of medical students, licensing, and conducting or arranging for other business activities. For example, we may disclose your protected health information to medical school students that are see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: As required by law, Public Health issues as required by law, Communicable Diseases: Health oversight: Abuse or neglect: Food and Drug Administration requirements: Legal Proceedings: Law Enforcement: Coroners, Funeral Directors, and Organ Donation: Research: Criminal Activity: Military Activity and National Security: Workers' Compensation: Inmates: Required Uses and Disclosures: Under the law, we must make disclosures

to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other permitted and required uses and disclosures will be made only with your consent, Authorization or opportunity to object unless required by law.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in the authorization.

Your Rights: Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information: Under Federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in , a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information: This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment, or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

Your physician is not required to agree to a restriction that you may request. If the physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice alternatively i.e. electronically.

You may have the right to have your physician amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosure we made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints: You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you for filing a complaint.

This notice was published and becomes effective on/or before April 14,2003

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health information. If you have any objections to this form, please ask to speak with our HIPPA Compliance Officer in person or by phone at our main number.

**Signature below is acknowledgement that you have received this notice of our Privacy Practices.**

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**Resident / Responsible Party**

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**Date**

**Ashby Living Center**  
**TRANSFER/DISCHARGE POLICY**

**Transfer to another facility or hospital is instituted only after the attending physician so agrees.**

- A. Residents may transfer upon responsible party request.
- B. Residents are not to be transferred without notification of next of kin or responsible party.
- C. Transportation will be arranged by either the family of the resident, next of kin and/or the responsible party or the facility with consultation.
- D. Any personal possessions not transferred with the resident at the time of transfer will be returned to the family or responsible party if the transfer is expected to be permanent.
- E. Ashby Living Center will document any transfer, regardless of whether it be out of the facility or within the facility to another center, on the resident's record. This shall include the date, time, place of transfer, and reason for transfer.
- F. Ashby Living Center reserves the right to ask that a resident be transferred to another facility if it is found that the resident's behavior is detrimental to the operation and/or care and safety of others in the facility.
- G. Resident's records will be stored in a secure place for three (3) years after discharge. On change of ownership or administrator, all residents personal files will remain in facility. In the event of facility closure, the state department will be notified of storage or transfer of resident's records.
- H. A thirty (30) day notice in writing will be given prior to discharge.
- I. Reason for termination is given to the resident. Notice will be filed in the resident's record.
- J. Staffing conference will be held prior to discharge to coordinate services needed after the move.
- K. Final statement of account will be given to the resident or responsible party. Property and valuables will be returned.

**I have read and fully understand the Ashby Living Center's Transfer and Discharge Policy.**

\_\_\_\_\_

**Resident / Responsible Party**

\_\_\_\_\_

**Date**

**Ashby Living Center  
SERVICE PLAN**

**No later than two weeks after the initiation of assisted living home care services to a resident, (MN Rule 4668.0818 Subp.1) an RN must complete an individualized evaluation of the resident's needs and must establish with the resident, or the resident's responsible person, a suitable and up-to-date service plan for providing services in accordance with accepted standards of practice for professional nursing.**

**Reevaluation: (MN Rule 4668.0815 Subp. 2).** An RN must review and revise the evaluation and service plan at least annually or more frequently when there is a change in the resident's condition that requires a change in services.

**Supervision of Unlicensed Personnel: (MN Rule 4668.0845 Subp 2(A)).** An RN must supervise, or an LPN under the direction of an RN must monitor an unlicensed person who performs assisted living home care services that require supervision to verify that the work is being performed adequately, identify problems and assess the appropriateness of the care of the client's needs.

**Supervision Schedule: (MN Rule 4668.0845 2(A)(2)).** **The first supervision or monitoring will be provided within 14 days after initiation of services and then at least 62 days thereafter.** Currently the RN will supervise residents under the Assisted Living Home Care Program every 62 days on-site. This will be held in the resident's room.

**Licensee: Ashby Living Center, 112 Iverson Ave PO Box 147, Ashby MN 56309**

**Office Phone: 218.747.2995 Fax: 218.747.2996**

**Description of Services: MN Rule 4668.0815 Subp 4(A)(B)(C)(D)/Please see Part Two** of the Service Plan personalized grid (attached). This grid will provide: 1) a description of the Ashby Living Center Assisted Living home care services or services to be provided and the frequency of each service, according to the individualized evaluation required by the RN, 2) It will identify the categories of persons that will provide these services of cares, 3) the frequency of sessions of supervision or monitoring as required by the law, 4) the fees for each service 5) the plan for contingency action for essential and nonessential services as listed below. (Please review).

**I understand that I will be responsible for \_\_\_ coinsurance \_\_\_ deductible  
\_\_\_ private pay \_\_\_ none-County Program involved**

\_\_\_\_\_  
**Resident / Responsible Party**

\_\_\_\_\_  
**Date**

**Ashby Living Center**  
**CONTINGENCY PLAN**  
(MN Rule 4668.0815 Subp. 4E (1)(2)(3)(4))

**Essential Services: (MN Rule 4668-0815 Subp. 6.).**

If, for medical or safety reasons, essential scheduled services cannot be provided by Ashby Living Center, arrangements acceptable to the resident or the responsible party will be made to reschedule the services in a timely manner, up to and including temporarily transferring the resident to another facility. If nonessential services cannot be provided as scheduled, a plan will be made to resume the nonessential services as quickly as possible.

Ashby Living Center will use the emergency contact information provided at the time of admission (or the most recent contact information available) for notifying the responsible party of a significant adverse change in condition or of a facility emergency which is affecting the individual's care.

The resident or responsible party is encouraged to contact a representative of Ashby Living Center with any questions regarding the care of the individual. The facility phone number is 218.747.2995.

It is the responsibility of the resident or the responsible party to advise Ashby Living Center of any circumstances in which emergency medical services are not to be summoned, consistent with Minnesota Statutes, chapters 145B and 145C, and declarations made by the client under those chapters.

**EMERGENCY PLAN**  
(MN Rule 4668.0815 Subp. 4E (3)(5)).

In case of emergency or significant adverse change in condition, notify:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Are there any circumstances in which emergency medical services are not to be summoned?

Yes  No

If yes, please describe: \_\_\_\_\_

Do you have advance directives in place?  Please provide a copy.

Do you want information about advance directives? \_\_\_\_\_

# **Ashby Living Center**

## **HOUSING WITH SERVICES AGREEMENT**

This Housing with Services Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ and Ashby Holdings, LLC, doing business as Ashby Living Center, 112 Iverson Avenue, Ashby, Minnesota 56309.

### **Preamble**

Ashby Living Center employs a Facility Director who is in charge of the day-to-day operations of Ashby Living Center and who is available on premises during normal business hours. The Ashby Living Center Business Office can be contacted by telephone at 218-747-2995 and fax at 218-747-2996. Ashby Living Center is registered with the Minnesota Department of Health as an Assisted Living Home Care Provider. The following sets forth the housing and services provided, and the accompanying terms:

### **1. Housing with Services**

Ashby Living Center will provide you with Housing and Services subject to the terms and conditions of this agreement:

- a) Accommodations: You are entitled to the use of a one or two bedroom apartment suite with a private, handicapped accessible bathroom. You are also entitled to use and enjoy all of the common areas of the residence, including both the interior and exterior of the facility property.
- b) Daily Meals: Ashby Living Center will provide three nutritionally balanced meals daily. The meals are home cooked and prepared on site. Snacks are provided to all residents and are available 24 hours per day.
- c) Utilities: Ashby Living Center will provide heat, lights, electric, and central air conditioning.
- d) Housekeeping: Ashby Living Center staff will clean your apartment on a weekly basis.
- e) Laundry: Ashby Living Center staff will launder your bed linens and personal laundry in accordance with your care plan.
- f) Activities and Socials: Ashby Living Center will provide planned social, educational, and recreational programs. These programs include, but are not limited to, music, religious activities and services, one-on-one and group socialization opportunities, cards, crafts, sing-alongs, holiday social events, gardening opportunities, and therapeutic exercise.
- g) 24 Hour Per Day Staffing: Ashby Living Center will provide awake staff available on-site 24 hours a day, seven days per week.



h) Supervision: Ashby Living Center will assess the need for and supervise the provision of services to meet the personal and healthcare needs of Resident.

i) Medication Management: Ashby Living Center will provide medication management, administration, and disbursement.

#### **A. Customized Service Plan**

Ashby Living Center will also make available additional reasonable services at an additional cost. These services can be made available at the resident's request, or will be required if Ashby Living Center in its sole discretion determines the Resident needs additional services to adequately meet his or her individual needs. Ashby Living Center will utilize a Personal Services Assessment, as outlined by the County, to determine if additional services are necessary. The results of this assessment and the cost of providing the required additional personal services will be made available to you and/or your designated representative and/or your responsible party. No outside agency or individual will be permitted to provide these required additional personal services or any related personal services unless Ashby Living Center has given prior written approval.

#### **B. Services from Third Party Providers Other Than Ashby Living Center**

Residents are free to make their own arrangements for any health-related and supportive services they may need or desire with any appropriate, licensed provider of their selection, whether or not Ashby Living Center has an arrangement with the provider for needs such as physical therapy. The resident is responsible for negotiating for those services and for payment. If a resident chooses to use such other providers, we require that only appropriately licensed agencies and individuals be utilized. If a resident arranges for services from independent providers, the resident shall notify Ashby Living Center of this arrangement in advance of receiving services. If a family member wishes to provide personal services to a resident, the family member need not be licensed. A resident and his or her family member providing personal services may be permitted to use special facilities at Ashby Living Center such as the game room, if the special facilities are not otherwise in use. All providers, including licensed professionals and family members, are required to comply with policies and procedures of Ashby Living Center.

#### **C. Public Funds**

If, based upon the information you provide, you do not qualify for Public Funds when you begin your residency, we require that you immediately notify our facility if a significant change in your financial condition occurs. Should your assets be depleted to the extent that you are no longer able to private pay for services rendered by Ashby Living Center, you may qualify for Public Funds to subsidize a portion of your financial obligations to Ashby Living Center. More detailed information on public assistance programs is available from County Social Services. Upon request, Ashby Living Center will provide you with the name and phone number of a contact person at County Social Services office.

## **2. Responsibilities of Resident and Their Designated Responsible Party**

### **A. Care of Housing**

You agree that your apartment is in satisfactory, habitable condition and is fit for your intended use. You also agree Ashby Living Center has made no promise to decorate, alter, or improve the residence or apartment, unless otherwise provided in writing by Ashby Living Center as attached to this agreement. You agree to maintain the apartment in good condition and to surrender the apartment upon termination of this agreement in good condition, exclusive of normal wear and tear. Ashby Living Center agrees to maintain your apartment and the Ashby Living Center facility in reasonable repair, except when disrepair has been caused by willful, malicious or irresponsible conduct of the resident, family, or guests (including any agent, employee, contractor or other invitee). Ashby Living Center further agrees to maintain your apartment and the Ashby Living Center facility in compliance with applicable health and safety laws, except when a violation of health and safety laws has been caused by your willful, malicious or irresponsible conduct. You agree to pay all damages, beyond normal wear and tear, related to such disrepair or violation of health and safety laws. You further agree to pay all damages for improvements made without Ashby Living Center's Living Center consent, which you, your family, or other guests (including any agent, employee, contractor, or other invitee) cause to your apartment or other portion of the Ashby Living Center facility.

### **B. Access to Apartment**

You agree to give Ashby Living Center access to your apartment to carry out the intent of this Agreement. Such entry includes, but is not limited to, performance of services provided in the Basic Services and your Personal Service Plan, response to emergency situations, and entry by authorized personnel with the reasonable belief that your safety or safety of others is in question or that Ashby Living Center policies and procedures are being violated.

Except when an immediate change is required due to emergency medical or welfare reasons, Ashby Living Center reserves the right to relocate you, upon two weeks' notice, to a different apartment within Ashby Living Center.

### **C. Health Assessments**

You agree that you are able to live independently, or with the specific care and support that is outlined in your Personal Plan. You also agree that Ashby Living Center may from time to time assess your health to determine your appropriate Personal Plan and/or whether you are appropriate to stay in the residence. You agree to participate in a health assessment by a physician or other licensed provider allowed by law, which must occur not more than thirty (30) days prior to the date of this Agreement, and at least annually thereafter, or upon request of Ashby Living Center if reasonably necessary to determine your needs, and to provide Ashby Living Center with a copy of this assessment.

#### **D. Health Care Notification**

You authorize Ashby Living Center to contact your Power of Attorney, Agent, Guardian, Third Party Guarantor/Responsible Party, health care providers, and/or other persons listed in your records:

- (1) If Ashby Living Center determines it is necessary to advise them of your situation;
- (2) To arrange for health care services and other assistance required by you; or
- (3) In case of an emergency. If you have a life-threatening emergency, Ashby Living Center will contact an emergency rescue service and you will be solely responsible for the payment of those emergency services.

If your designated health care providers are unavailable, you authorize Ashby Living Center to arrange for the services of other licensed health care providers.

During the term of this Agreement, you agree Ashby Living Center may provide copies of your records including, but not limited to, (i) an Advance Directive, (ii) Living Will, (iii) Statutory Form Durable Power of Attorney for Health Care, or (iv) Health Care Directive, and the names of persons empowered by you to make your health care decisions for the purpose of arranging for health care services.

#### **E. Obligatory Information**

You agree to provide Ashby Living Center with accurate, complete and current information about yourself, your mental, physical, and financial conditions. You will also provide contact information on your substitute decision makers such as your Designated Representative, Agent or Attorney in Fact or Responsible Party, and your preferred health care providers, and you will instruct those parties to keep their contact information current with Ashby Living Center. You, or the party authorized to act on your behalf, will provide Ashby Living Center copies of any Power of Attorney, Advance Directive, Living Will, or Health Care Directive executed by you, or of any court order, Guardianship, Conservatorship or other legal action which may (1) affect your ability to act on your own behalf or (2) designate or appoint another person to make health care or financial decisions or to bear financial responsibility on your behalf. You authorize Ashby Living Center to rely on the instructions of such parties authorized to act on your behalf.

#### **F. Responsibilities upon Termination of this Agreement**

You agree to vacate your apartment and all common areas of the premises, removing all your personal belongings on or before the termination date of this Agreement or on termination as provided for herein. You agree provide written notice of a forwarding address where you can be reached and receive mail.

Termination of this Agreement will not release you or Ashby Living Center from any existing liability or obligation to Ashby Living Center under the terms of this Agreement. You agree to pay all costs and expenses Ashby Living Center incurs for any action or proceeding to terminate or enforce this Agreement, including reasonable attorney's fees disbursements, and court costs.

## **G. Rules and Regulatory Compliance**

You acknowledge that Ashby Living Center is a registered Elderly Housing with Services Establishment and a licensed Assisted Living Home Care Provider with shared common areas, and you agree to honor all rules of courtesy and respect for others, as well as Ashby Living Center's Living Center staff, rules and regulations.

### **3. Security Deposit**

You or your Third Party Guarantor or his or her successor agree to pay a deposit in the amount of \$300 to serve as your security deposit.

Refunds: Ashby Living Center may refund your security deposit, less cleaning charges, 30 days from the time of discharge upon inspection if there is no damage or repair beyond reasonable wear and tear.

### **4. Monthly Billing**

#### **A. Payment**

Ashby Living Center will issue a monthly statement in the fourth week of the month, itemizing the housing and services fees for the upcoming month. This statement will also itemize any additional charges incurred during the prior month. **Payment for all charges shown on the statement is due on the 1<sup>st</sup> of each month.** Partial months will be prorated.

**If payment is not received by the 7<sup>th</sup> of each month, a late payment fee of \$ 25.00 will be added to the following month's statement.** Ashby Living Center may also assess interest on any unpaid balance at the rate of one and one-half percent per month. An additional fee of \$30 will be assessed for any check returned as "Account Closed," "Not payable," or "Non-Sufficient Funds." After two payments are returned by a financial institution to Ashby Living Center, you will thereafter pay the Monthly Housing and Service Rate and any other amounts due by Cashier's Check. You also agree to pay interest on all amounts not paid by the due date.

#### **B. Fee Changes**

Ashby Living Center will provide thirty (30) days' written notice of any fee changes except for a change in fees necessitated by a change in your Personal Care Plan. Ashby Living Center may require a change in your Personal Care Plan when Ashby Living Center determines that such a change is required for proper care in your best interests. Ashby Living Center may change your Personal Care Plan by giving you five (5) days' written notice. The new charge for the Personal Care Plan will be effective as of the fifth (5<sup>th</sup>) day following the date of the notice unless you give Ashby Living Center written notice within the 5-day period that you are terminating this Agreement.

#### **B. Fee Changes**

Ashby Living Center will provide thirty (30) days' written notice of any fee changes except for a change in fees necessitated by a change in your Personal Care Plan. Ashby Living

Center may require a change in your Personal Care Plan when Ashby Living Center determines that such a change is required for proper care in your best interests. Ashby Living Center may change your Personal Care Plan by giving you five (5) days' written notice. The new charge for the Personal Care Plan will be effective as of the fifth (5<sup>th</sup>) day following the date of the notice unless you give Ashby Living Center written notice within the 5-day period that you are terminating this Agreement.

## **5. Terms and Termination**

### **A. Term**

This Agreement will commence on the date set forth above and will continue until terminated by either party as provided below.

### **B. Termination by Resident**

You or your Third Party Guarantor/Responsible Party, Agent, or Guardian may terminate this Agreement upon thirty (30) days' written notice to Ashby Living Center. This Agreement terminates at the end of the notice period.

### **C. Termination by Ashby Living Center**

Ashby Living Center may terminate this Agreement upon providing you or your Designated Representative, Third Party Guarantor/Responsible Party, Agent, or Guardian thirty (30) days' written notice, for any of the following events, as determined by Ashby Living Center:

- (1) You require care or services that Ashby Living Center, in its sole discretion, determines it is unable to provide or which requires staff that are not available at Ashby Living Center;
- (2) You are habitually disruptive, create unsafe conditions, are physically or verbally abusive to other residents or staff, or otherwise endanger the welfare of yourself or others in the residence;
- (3) You fail to pay fees and charges when due, or you breach any representation, covenant, agreement, or obligation under this Agreement;
- (4) Your health has changed to the extent that your physician has certified, in writing, that you must be immediately relocated for your health, safety and welfare. In the event relocation is required by your physician, this Agreement shall terminate upon your relocation to an appropriate facility or hospital.

### **D. Termination Due to Death**

The death of a resident will automatically terminate this Agreement. Your Third Party Guarantor/Responsible Party, Agent, or Guardian or family shall have seven (7) days after death to remove all of your personal belongings from your apartment. The final removal of your personal belongings will terminate the accrual of on-going charges.

## **E. Referral Procedures**

Upon termination of this Agreement, at your request or at the request of your Third Party Guarantor/Responsible Party, Agent, or Guardian, Ashby Living Center will provide you with a list of area skilled nursing facilities and other assisted living facilities.

## **6. Miscellaneous**

### **A. Non-Discrimination**

Ashby Living Center does not discriminate on the basis of race, religion, color, national origin, sex, age, disability, marital status, sexual preference or source of payment. Ashby Living Center respects all religious faiths and does not have any specific religious affiliation.

### **B. Risk Agreement and Limitation of Liability**

You are responsible for your personal, financial and health care decisions. In addition, you are responsible for maintaining at all times your own health, personal property, liability, automobile insurance (if applicable), and other insurance coverage's in adequate amounts. You acknowledge that Ashby Living Center is not an insurer of your person or property.

You understand and agree:

- (1) Ashby Living Center may encourage you to participate in community, leisure, and social activities and to maintain an appropriate level of independence in activities of daily living, as well as your personal and financial affairs;
- (2) Independent activities, responsibility for personal, financial and health care decisions, and lifestyle and care preferences may involve risks of personal injury and/or property damage or loss;
- (3) The services provided by Ashby Living Center may not meet all of your personal, social, or health care needs and Ashby Living Center will use its best efforts to assist you in arranging for services which you require, which are not included in this Agreement.

You understand and agree to assume the risks inherent to this Agreement. You agree to hold Ashby Living Center and its employees and agents harmless for any damages or injury or loss resulting from: (1) reasonable acts or omissions made in good faith; (2) action of any third party, fire, water, theft or the elements; and (3) loss of personal property. Ashby Living Center will only be liable for damages, injuries or other losses to you or any third party entering an apartment, or any other part of the residence, if due to willful misconduct or negligence of Ashby Living Center.

Ashby Living Center reserves the right to recover from you any loss caused by fire, vandalism or any other acts by you or your invitees or guests. Ashby Living Center may assign such right to its insurance carrier.

### **C. Reliance**

By entering into this Agreement, Ashby Living Center is relying upon the truthfulness of the promises and representatives made by you and your Third Party Guarantor/Responsible Party, Agent, or Guardian.

### **D. Assignment**

This Agreement is not assignable by you or your Third Party Guarantor/Responsible Party, Agent, or Guardian without prior written consent of Ashby Living Center. The rights and obligations of Ashby Living Center may be assigned to any person or entity, and such person or entity will be responsible to ensure that the obligations of Ashby Living Center under this Agreement are satisfied in full from and after the date that you are notified of such assignment. Ashby Living Center may engage another person or entity to perform any or all of the services under this Agreement.

### **E. Heirs and Successors**

This Agreement is for the benefit of and binds the parties and their respective heirs representatives, successors, and assigns. All references to "Resident" in this Agreement refer equally to the Resident as well as his or her Third Party Guarantor/Responsible Party, Agent, or Guardian.

### **F. Amendments**

This Agreement, its Attachments, and any written amendments constitute the entire agreement between the parties and supersedes all prior and contemporaneous discussions, representations, correspondence, and agreements whether oral or written, pertaining to the services provided under this Agreement. Except for the right of Ashby Living Center, as otherwise reserved in this Agreement, to modify fees, rates, amend services provided, and establish reasonable operating procedures and rules for the general welfare and safety of residents, this Agreement may be amended only in writing signed by both parties.

### **G. Governing Law**

This Agreement shall be governed by the laws of Minnesota. The parties agree to personal jurisdiction and waive any objections to being heard in any court in the State of Minnesota. If a court finds any term of this Agreement invalid or unenforceable by reason of law, this Agreement will be deemed amended to conform to such law and will otherwise remain in full force and effect. No part of the Agreement will be construed against any party because that party wrote the Agreement. The paragraph headings are for convenience and will not modify the meaning of the remainder of the Agreement. The term "may" indicates the party has the right to act at its sole discretion. You acknowledge that Ashby Living Center is a registered Elderly Housing with Services Establishment and a licensed Assisted Living Home Care Provider.

**H. Severance**

Should any part of this agreement be invalid, the validity of the other parts of this Agreement will not be affected.

**I. Third Party Guarantor/Responsible Party**

If you have designated a Third Party Guarantor/Responsible Party, the Third Party Guarantor must agree with the terms and conditions of this Agreement by signing below. Your Third Party Guarantor must also sign the Responsible Party Agreement and Personal Guarantee which is incorporated into this Agreement as “Attachment B.” If you designate a successor Third Party Guarantor, this successor must also sign the Residency Agreement and Attachment B.

**J. Discretion**

All determinations to be made by Ashby Living Center under this Agreement will be made by Ashby Living Center in the exercise of its sole discretion.

**K. Subordination**

This Agreement and the parties' rights hereunder will be subordinate to any ground lease, mortgage or deed of trust now or hereafter placed upon the residence, but your right to remain in possession of your apartment will not be disturbed so long as you comply with all of the provisions of this Agreement

**L. Dispute Resolution**

Ashby Living Center has a complaint and dispute resolution process. All questions, complaints, and concerns should be promptly reported to Ashby Living Center for resolution. Questions, complaints, or concerns may be raised verbally, in person or by telephone, or written, by letter or email. The Resident retains the right to contact the Minnesota Department of Health and/or the Home Care Ombudsman for Older Minnesotans, whose toll-free phone number is 1-800-657-3591, to discuss any questions, complaints, or concerns.

**BY THEIR SIGNATURES, the parties or their representatives have executed this Agreement:**

<b>Resident / Responsible Party</b>	<b>Date</b>

<b>Facility Director</b>	<b>Date</b>



**Ashby Living Center  
Financial Attachment A  
SCHEDULE OF RATES AND SERVICES**

**(To be completed by Facility Director and provided to resident/family at time of admission)**

Resident: \_\_\_\_\_

Apartment: \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Housing and Service Rate:

\$ \_\_\_\_\_ per month

\$ \_\_\_\_\_ Other

Individual Fees: Cable TV \$ \_\_\_\_\_

Personal Transportation \$ \_\_\_\_\_

Ashby Living Center will provide thirty (30) days written notice of any change in Housing and Service rates unless the change is necessary due to a change in the Resident's needs.

\_\_\_\_\_

**Resident / Responsible Party**

\_\_\_\_\_

**Date**

**Facility Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

**Ashby Living Center  
Financial Attachment B  
RESPONSIBLE PARTY AND GUARANTEE**

**(Resident / Responsible Party)**

and Ashby Living Center, a Minnesota Limited Liability Corporation hereby agree as follows:

WHEREAS, the Resident desires to live in the apartment identified in the attached Agreement; and

WHEREAS, Ashby Living Center is willing to enter into this Agreement if Resident identifies an individual who is willing to provide certain assistance to or on behalf of the Resident in the event that such assistance is necessary, and who is willing to pay Resident's financial obligations to Ashby Living Center under the Residency Agreement in the event that the Resident does not make payments when due; and

WHEREAS, Responsible Party agrees to provide such assistance and to pay such obligations, if and as necessary.

IN CONSIDERATION of the foregoing, the Parties agree as follows:

Personal Assistance: In the event the condition of the Resident and their specific care requires such assistance, and upon the request of Ashby Living Center, the Responsible Party will assist the Resident or legally responsible person, as necessary by:

- (1) Participating with Ashby Living Center staff in evaluating Resident's needs and in planning and implementing an appropriate plan for Resident's care;
- (2) Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement.
- (3) Relocation of Resident following termination of this Agreement;
- (4) Transferring resident to a hospital, skilled care facility or nursing home, or other facility in the event that the Resident requires care Ashby Living Center does not offer;
- (5) Removing Resident's personal property from the apartment when Resident leaves; and
- (6) Making necessary arrangements for funeral services and burial in the event of the death of the Resident.

Financial Responsibility/Personal Guarantee: If the Resident fails to make payments due to Ashby Living Center under this Agreement, the Responsible Party and/or Successor Responsible Party agree to pay Ashby Living Center such amounts within thirty (30) days of receiving written notice of nonpayment.

Review of Agreement: The Responsible Party and Successor Responsible Party acknowledge that he or she has received and has reviewed a copy of the Residency Agreement, and has had an opportunity to ask any questions Responsible Party and/or Successor Responsible Party may have.

**Ashby Living Center  
Financial Attachment B  
RESPONSIBLE PARTY AND GUARANTEE (continued)**

**Send Notices to Responsible Party at:**

Address: \_\_\_\_\_ (Summer)

\_\_\_\_\_ (Winter)

Phone Number: \_\_\_\_\_ (summer) \_\_\_\_\_ (winter)

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**BY THEIR SIGNATURES, the parties or their representatives have executed this Agreement:**

Resident / Responsible Party	Date
------------------------------	------

\_\_\_\_\_  
Facility Director

\_\_\_\_\_  
Date

**Ashby Living Center  
RESIDENT BILLING SUMMARY**

**Please complete this information and turn it in on the day of admission.**

**Name of Client          DOB      Admission Date      Apartment #**

Responsible Party Name and Phone Number

Is this person designated as power of attorney or legal guardian?

Personal Billing: Name, Phone Number and Address)

Insurance Company information (Name, Phone Number, Fax Number and Address)

Comments: \_\_\_\_\_

\_\_\_\_\_

**THE FOLLOWING INFORMATION WILL BE COMPLETED BY THE FACILITY DIRECTOR:**

Deposit Amount Paid \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Private Pay   MN Medical Assistance   Elderly Waiver   CADI Waiver

**Housing Rate**

**Care and Services Rate**

**Total Monthly Rate \$, payable by the 1<sup>st</sup> of each month**

**Prorated Monthly Rate for**

Approved by: \_\_\_\_\_

Facility Director

Date