
ATTACHMENT E:

SERVICE PLAN

Resident: _____
Apartment #: _____

Today's Date: _____
Start of Care: _____

Date of Nursing Assessment: _____

Code Status: DNR/DNI Full Resuscitation
Advance Directive: Yes No
POA Document: Yes No

Emergency Contact: _____
Relationship: _____
Phone #: _____

Physician Name: _____
Physician Phone #: _____

Hospital: _____
Physician Fax #: _____

Circumstances in Which Emergency Medical Services are NOT to be summoned (choose one):

- Identified in Resident's advance directive (refer to advance directive document)
 Resident has no advance directive (refer to Section 10 below)

Payor Source: Private Pay
 Elderly Waiver (with/ without monthly resource obligation)
 CADI (with/ without monthly resource obligation)

Resident's County Case Worker (if any):

Name: _____
Telephone Number: _____

This Service Plan is made and entered into effective as of the Start of Care date specified above ("Effective Date") by and between Lake Ridge ("Provider"), a Minnesota Assisted Living, and the Resident identified above ("Resident").

PARTIES

1. **Resident:** The person identified above who will become an assisted living resident of and receive assisted living services from Provider and who agrees to pay for and perform all obligations under this Service Plan.

2. **Resident's Legal Representative (if applicable):** The person identified in the **Summary & Contact Information** section of the Assisted Living Contract who has legal authority to act on Resident's behalf, is signing this Service Plan on Resident's behalf, and who has presented Provider with documentation of that authority, a copy of which is attached. Throughout this Service Plan, any reference to "Resident" applies to Resident's Legal Representative.

3. **Resident's Designated Representative (if applicable):** The person identified in the **Summary & Contact Information** section of the Assisted Living Contract if any, who is not Resident's Legal Representative, but who has been designated by Resident to be involved on behalf of Resident with respect to this Service Plan.

4. **Resident's Responsible Party (if applicable):** The person identified in the ***Summary & Contact Information*** section of the Assisted Living Contract, if any, who agrees to receive Provider's billing statements and communications related to Resident's account and who agrees to be responsible for payment to Provider, either on behalf of Resident or personally, of charges incurred by Resident under this Service Plan.

5. **Provider:** The entity identified above and in the ***Summary & Contact Information*** section of the Assisted Living Contract who is licensed by the Minnesota Department of Health as an assisted living facility and who has agreed to provide certain assisted living services to Resident as further described in and pursuant to this Service Plan.

TERMS

1. TERM OF SERVICE PLAN

This Service Plan begins on the Effective Date and shall continue until terminated or amended by Resident or by Provider as provided herein.

2. ASSISTED LIVING SERVICES & FEES

(a) **Available Services.** This Service Plan is for the provision of assisted living services to Resident by Provider. Services are based on the assessed needs of Resident and the amount of care required per day to meet these needs. A detailed list of assisted living services available to all residents living in the Community is included in Provider's ***Uniform Disclosure of Assisted Living Services and Amenities***, which Resident acknowledges receiving separately prior to Resident's execution of Resident's Assisted Living Contract with Provider. Fees for Provider's assisted living services are identified in ***Attachment D*** to the Assisted Living Contract. These services and fees are subject to change as provided in this Service Plan and as permitted under state law.

(b) **Nursing Assessment.** Prior to initiating assisted living services, Provider must conduct a nursing assessment to identify Resident's current service needs. This assessment is required of all residents receiving assisted living services and serves as the basis for developing Resident's individualized Service Plan discussed in Section 2(c) below.

(c) **Service Plan.** This Service Plan identifies the specific assisted living services to be provided to Resident beginning on the Effective Date, as well as the fees for those services. This Service Plan constitutes Resident's individualized Service Plan and is incorporated into Resident's Assisted Living Contract with Provider. Resident's signature below, or that of Resident's Responsible Party, indicates Resident's and/or Resident's Responsible Party's agreement to receive and pay for those services as of the date indicated.

(d) **Consent to Services.** By signing this Service Plan, Resident consents to receiving the assisted living services described herein. Resident hereby grants permission to Provider, its employees and agents to release or disclose any of Resident's health records as necessary for (1) Resident's treatment, (2) payment for assisted living services, or (3) Provider's operations, all in compliance with applicable state and federal law, as well as Provider's Notice of Privacy Practices, which Resident acknowledges receiving in conjunction with Resident's execution of this Service Plan. Resident and Resident's legal representative, if any, have the legal right to refuse services at any time.

(e) **Monthly Billing.** Provider bills its services according to the service provided and its frequency. If the Effective Date is any date other than the first day of a calendar month, the first month's service fee will be prorated accordingly.

3. INDIVIDUALIZED SERVICES & FEES

(a) Individualized Services. The specific services to be provided to Resident by Provider, the frequency of those services, the related fees and other information regarding the services to be received by Resident are as follows:

(b) Service Fee Totals. The total charges to be billed to Resident for the assisted living services identified in Section 3(a) above are \$_____ per month. This amount may change if Resident receives additional services from Provider. Please see Section 4 below for further information regarding how and when Resident's service fees may be adjusted. In addition, if Resident is a beneficiary of a public assistance program in which Provider participates, the total amount paid pursuant to such program's terms may be different than the total charges stated in this Section 3(b). If Resident has questions about the amount due each month for assisted living services, Resident should contact Provider.

4. CHANGES IN ASSISTED LIVING SERVICES & FEES

(a) Change in Available Services. Provider may change the specific assisted living services available, and the charges for those services, as outlined in ***Attachment D*** to the Assisted Living Contract. To do so, Provider will give written notice to Resident at least one (1) full calendar month prior to the day on which the changes are to be effective.

(b) Changes in Amounts Charged. The amounts Provider charges Resident on a monthly basis for the assisted living services identified in this Service Plan may change at any time, without notice, based on changes in the assisted living services provided to Resident. Such changes may occur upon a significant change in Resident's condition, or at Resident's request, or that of Resident's Responsible Party. Charges for these changes in services are effective immediately upon making any changes.

(c) Changes in Services Received by Resident. If modifications to the Service Plan are needed due to changes in the assisted living services that Resident will receive and their related charges, Resident and/or Resident's Responsible Party will be expected to sign a new Service Plan. If Resident requests any additional services or supplies, incurs any additional charges, or if Resident's physician orders any additional services or supplies that are not on the Service Plan, Provider will bill Resident for them in addition to the services listed on the Service Plan.

5. PAYMENT TERMS

(a) Billing & Payment Procedures. Unless otherwise required by the terms of certain government assistance programs in which Provider participates, payment for services is due in advance. Specific billing and payment procedures are detailed in Section 6 of the Assisted Living Contract.

(b) Responsibility for Payment. Resident and Resident's Responsible Party will be financially responsible for timely payment of all charges, including those charges billed to but not covered by third-party payors. If Resident has long-term care insurance, Resident must pay Provider directly and seek reimbursement from Resident's long-term care insurance company. Resident is responsible for timely payment as described in Section 6(a) of the Assisted Living Contract, regardless of whether Resident's insurer pays or denies Resident's claim.

(c) Ongoing Payment Obligation. If this Service Plan is terminated, regardless of the reason for termination and regardless of which party elects to terminate, Resident and Resident's Responsible Party continue to be responsible for the charges associated with the services provided to Resident by Provider through the date on which the termination of this Service Plan is effective.

6. MONITORING OF SERVICES NEEDED BY CLIENT

(a) Initial Assessment. An individualized initial assessment of Resident's physical and cognitive needs will be conducted in person by a Registered Nurse prior to Resident signing a Service Plan or prior to moving into the Community, whichever is earlier. This initial assessment may be conducted using telecommunication methods only in the event either geographic distance between Resident and the Community or any urgent or unexpected circumstances preclude Provider's ability to conduct an in-person assessment.

(b) Monitoring and Reassessment. Provider will monitor and reassess all assisted living services provided to Resident within 14 days of admission to the Community's assisted living program and at least every 90 days thereafter, or more frequently if indicated by Resident's condition. A Registered Nurse will conduct all reassessments. Either a Registered Nurse or a Licensed Practical Nurse under the direction of a Registered Nurse will conduct all resident monitoring.

(c) Method of Monitoring and Reassessment. Unless otherwise permitted by applicable law and warranted under the circumstances, Provider will conduct its monitoring and re-assessment activities with Resident on a face-to-face basis.

(d) Changes in Services. If Resident's service needs change for any reason, or if Resident requests additional services from Provider not currently included in Section 3(a) above, Provider will revise this Service Plan to reflect such changes and will obtain Resident's written approval of the new Service Plan. Provider will also adjust the monthly service fee total to reflect the change in services. If Resident requires or wishes to receive additional services not available through Provider, Resident may continue to receive services through Provider and may obtain additional needed or desired services from the service provider of Resident's choice. In such an event, Resident is responsible for contracting with the selected service provider for the services needed or desired and for paying that provider directly for the same.

7. MONITORING OF STAFF PROVIDING SERVICES

Staff providing assisted living services to Resident as described above shall be monitored as follows:

(a) Staff Performing Delegated Nursing Services: Staff performing delegated nursing or therapy tasks will be monitored by a Registered Nurse ("RN"). Such monitoring will occur periodically where the services are being provided based on the needs of Resident, as well as the needs of the staff performing the services. Monitoring of staff performing medication or treatment administration will include observation of the medication or treatment administration and the staff's interaction with Resident. Monitoring of staff performing delegated nursing or therapy tasks will occur at a frequency consistent with Provider's policies and procedures.

(b) Staff Performing Nursing Services: Staff performing nursing services (other than delegated nursing services) will be monitored by Provider's RN. Such monitoring will occur periodically based on the needs of Resident, as well as the needs of the staff performing the services, and will include direct observation of the nursing services provided to Resident. Monitoring of staff performing nursing services (other than delegated nursing services) will occur at a frequency consistent with Provider's policies and procedures.

(c) Staff Performing Other Services: Staff performing services that are not considered nursing services or delegated nursing services (as described above) will be monitored by the head of the department in which the staff person works, or the department head's designee. Such monitoring will occur periodically based on the needs of Resident, as well as the needs of the staff performing the services, and will include, as appropriate, direct observation of the services provided to Resident. Monitoring of staff performing services other than nursing services or delegated nursing services will occur at a frequency consistent with Provider's policies and procedures.

8. CANCELLATION, RESCHEDULING OR REFUSAL OF SERVICES

If Resident will not be available for scheduled services, or if Resident or Resident's Responsible Party elects to cancel or reschedule such services, Resident or Resident's Responsible Party shall contact Provider at the telephone number listed in the ***Summary & Contact Information*** section of the Assisted Living Contract at least 48 hours prior to the scheduled delivery of the effected service(s). If less than a 48-hour notice is provided, Resident and Resident's Responsible Party will be charged for the scheduled service(s) as if the same had been delivered. Resident and Resident's Responsible Party will also be charged in the event Resident declines or refuses a scheduled service.

9. CONTINGENCY PLAN FOR SCHEDULED SERVICES

(a) Services Considered Critical to Health or Safety. In the event a scheduled service that is considered critical for medical or safety reasons cannot be provided by Provider for whatever reason, Provider shall make arrangements acceptable to Resident or Resident's Legal Representative or Responsible Party in order to complete the services. Provider is a 24-hour service provider and will provide or make arrangements to provide critical medical and safety services to Resident, whether or not they are included in Resident's Service Plan. Such arrangements may include contacting 9-1-1 as deemed necessary in the professional judgment of Provider's supervising nurse. In addition, the RN will provide adequate staffing for the identified event or relevant time period. If deemed necessary in the judgment of the RN, the physician and/or the family will be contacted to assist in providing these critical medical and safety services.

(b) Services Not Considered Critical to Health or Safety. In the event a scheduled service that is not considered critical for medical or safety reasons cannot be provided, arrangements acceptable to the Resident or Resident's Legal Representative or Responsible Party will be made to provide alternate staff or to reschedule the service.

(c) Charges for Additional Services. There may be additional charges for the provision of services not included in this Service Plan or in any modified or amended Service Plan. Resident and Resident's Responsible Party agree to pay any such charges incurred.

(d) Contact Information for Provider: Resident or Resident's Responsible Party may contact Provider either by phone or in writing at the number or address listed in the ***Summary & Contact Information*** section of the Assisted Living Contract.

(e) Emergency Contact Information: Please refer to page 1 of this Service Plan for information regarding the person Resident wishes to have contacted in an emergency or if there is a significant adverse change in Resident's condition.

10. ADVANCE DIRECTIVE & EMERGENCY MEDICAL SERVICES

(a) To the extent Resident has a current advance directive; Resident agrees to provide a copy of the same to Provider no later than the Effective Date.

(b) If Resident has an advance directive meeting the requirements of Minnesota's living will or health care directive law, emergency medical services will be summoned on behalf of and provided to Resident consistent such advance directive. Such services will also be summoned and provided consistent with Resident's physician's order with respect to limited treatment, if any.

(c) In the event of a medical emergency and in the absence of an advance directive from Resident or an order from Resident's physician to the contrary, Provider will summon emergency medical services on behalf of Resident. Such action will be pursuant to nursing judgment and discretion.

(d) Resident and Resident's Responsible Party are financially responsible for all emergency services provided.

(e) Resident acknowledges that Provider has provided Resident with written information regarding its advance directive policies and practices.

11. TEMPORARY ABSENCE

(a) Except as stated in Section 11(b) below, if Resident is temporarily absent from Resident's apartment and is unable to receive services from Provider, regardless of the reason, Provider will consider Resident to be on a leave of absence and will not charge Resident or Resident's Responsible Party for services not provided as a result of the absence.

(b) Pursuant to Section 8 above, Resident or Resident's Responsible Party must notify Provider of the absence and the lack of need for services at least 48 hours prior to the same. In the absence of such notice, Resident and Resident's Responsible Party will be charged for all scheduled services as if the same had been delivered and such absence had not occurred. In the event Resident or Resident's Responsible Party notifies Provider of Resident's absence after the same has begun, Resident and Resident's Responsible Party will be charged for scheduled services until the notice is received and the 48-hour notice period has expired.

12. RESIDENT RESPONSIBILITIES

Resident's responsibilities and those of Resident's Responsible Party under this Service Plan are as follows:

(a) To pay all amounts due to Provider in full and on time as set forth in this Service Plan, notwithstanding any claims or disputes with Provider;

(b) To provide Provider with current copies of any documentation establishing a legal relationship with a third party relevant to Resident's performance under this Service Plan, such as guardianship, conservatorship, durable power of attorney, trustee, living will, health care agent, health care power of attorney, health care directive, or other advance directives, and like documents;

(c) To provide Provider with complete and current information about any legal proceedings relating to the authority of third parties to act or make decisions on Resident's behalf, including but not limited to any guardianship or conservatorship proceedings;

(d) To involve Provider in planning for alternative financial responsibility for assisted living service charges when Resident's private financial resources are reduced to an amount equal to nine (9) months' service costs;

(e) To apply for, in a timely manner, any and all coverage available through applicable third-party payor programs, including Elderly Waiver and CADI, and to maintain such coverage and eligibility for participation in the same throughout the term of this Service Plan;

(f) To provide updated information and verifications as may be requested by Provider from time to time as reasonably relates to Resident's continued receipt of Provider's services, including proof of eligibility for and participation in various third-party payor programs and any payment obligations Resident may have as a condition of participating in such programs;

(g) To cooperate with Provider in the provision of the services Resident has requested, subject to Resident's rights as an assisted living resident, and to not engage in any threatening, unsafe or unlawful behavior towards Provider's staff;

(h) To maintain Resident's Apartment in such a manner as to not pose a threat to or otherwise compromise the health or safety of Provider's staff during the provision of services to Resident;

(i) At no time during the term of this Service Plan or during the period in which Resident resides at the Community, whichever is longer, will Resident make any effort to or actually hire any of Provider's then-current employees or any former employees of Provider who have been separated from Provider's employment for fewer than six (6) months to provide assisted living or other services to Resident on a private-duty basis; and

(j) To comply with all terms of this Service Plan in a timely manner.

13. LONG-TERM CARE CONSULTATION

Long-term care consultation services are available through the Senior LinkAge Line and through the county human services or public health department for the county in which the Community is located. Such services may include an assessment of Resident's assisted living service needs, as well as the affordability of different service options. A Registered Nurse employed by the county in which the Community is located completes the assessment. Long-term care consultation assessments are available to any potential client seeking services. Resident may request long-term care consultation services by contacting the Senior LinkAge Line at 1-800-333-2433 or by contacting the county human services or public health department for the county in which the Community is located.

14. AVAILABILITY OF PUBLIC FUNDS FOR SERVICES

(a) Provider does participate in certain programs through the Minnesota Department of Human Services and through county human services or public health department for the county in which the Community is located. These programs include Elderly Waiver and CADI. Additional information regarding these and other programs, as well as Provider's ability to provide services to beneficiaries of them, is available from Provider. Resident may also contact the Minnesota Department of Human Services or the county human services or public health department for the county in which the Community is located for further information.

(b) Resident and Resident's Responsible Party are encouraged to contact the appropriate government agency at least six (6) months before Resident's expected time of need for benefits. Resident and Resident's Responsible Party are responsible for making and completing a timely application for the program(s) under which Resident is seeking benefits and for cooperating with the applicable agency in the application process. Failure to do so could jeopardize Resident's continued receipt of assisted living services from Provider.

(c) Provider is not a Medicare-certified home care agency. However, if Resident is eligible for Medicare, Resident may be able to obtain Medicare-covered home care services through a Medicare-certified home care agency of Resident's choice. Resident should be aware that Medicare typically does not cover the types of services Resident may need on a day-to-day basis.

15. TERMINATION OF SERVICES

Either party can terminate this Service Plan as described in Section 22 of the Assisted Living Contract. This Service Plan can also be terminated by the mutual written consent of the parties hereto at any time. Unless otherwise indicated in a party's written notice, termination of this Service Plan does not constitute a termination of the entire Assisted Living Contract.

16. NOTICES

(a) Provider Contact Information. If Resident or Resident's Responsible Party has questions or needs to contact a representative of Provider regarding service issues, contact the nursing office at either the

telephone number or address listed in the ***Summary & Contact Information*** section of the Assisted Living Contract.

(b) Notices to Resident and to Provider. Notices under this Service Plan shall be delivered to Resident and to Provider as detailed in Section 35 of the Assisted Living Contract

17. ENCLOSURES

(a) Advance Directive Policies. Information regarding Provider's policies and practices with respect to advance directives, health care directives, life-sustaining treatment orders and related topics.

(b) Assisted Living Bill of Rights. A copy of the Minnesota Assisted Living Bill of Rights.

(c) Limits of Assisted living services. Information regarding the limitations on the assisted living services Provider offers and can deliver at the Community is attached to the ***Assisted Living Contract*** as ***Attachment F***.

(d) Notice of Privacy Practices. A copy of Provider's Notice of Privacy Practices.

18. ACKNOWLEDGMENT

By signing below, I acknowledge the following:

____ I have read this Service Plan, understand its terms and agree to abide by the same.
____ This Service Plan is a legally binding document.
____ I have participated in the development of my plan of care.
____ I have received copies of the documents identified in Section 17 above.
____ I have been informed that information regarding my assisted living services may be shared, as appropriate, with my physician, insurers, assisted living service staff and others who may be involved in my health care and treatment and I hereby consent to the same.
____ The persons listed on page 1 of this Service Plan, as well as in the ***Summary & Contact Information*** section of the Assisted Living Contract, may have access to my medical information consistent with their level of involvement in my medical care.

My signature below means that I have participated in the formation of and agree to the terms of this Service Plan.

Signature of Date
Resident's Legal Representative

Signature _____ Date _____
of Resident's Responsible Party