

What a Long-Term Care Contract Should Include

- ✓ The terms concerning your housing and assisted living services
- ✓ A service plan, if the resident is receiving assisted living services
- ✓ A description of, and any limitations to, the housing or assisted living services to be provided for the contracted rate
- ✓ A description of the cost and nature of any other services to be provided for an additional fee
- ✓ A statement about whether the facility is enrolled to serve residents funded through medical assistance waivers such as Elderly Waiver (EW) or Community Access for Disability Inclusion (CADI)
- ✓ A notice of the right to receive services from an unaffiliated service provider
- ✓ The opportunity to name a representative
- ✓ You should receive a copy of the signed contract

Source: MN Office of Ombudsman for Long-Term Care

What a Long-Term Care Contract Should **NOT** Include

- ✓ Any statements that release a facility from liability for a resident's health, safety or personal property
- ✓ Requirements that may limit a resident's rights articulated in the Resident Bill of Rights, such as:
 - Limits on visitors and social participation (can only be restricted in certain circumstances if necessary for the resident's health and safety and if documented in the resident's service plan.)
 - Limits on communication privacy, including mail and phone calls.
 - Limits on the residents' right to come and go freely (this right may be restricted only as allowed by other law and consistent with a resident's service plan.)

Source: MN Office of Ombudsman for Long-Term Care