

1.1 moves to amend H.F. No. 90, the first division engrossment (DIVH0090-1),
1.2 as follows:

1.3 Pages 1 to 33, delete articles 1 to 3 and insert:

1.4 **"ARTICLE 1**
1.5 **RESIDENT RIGHTS AND CONSUMER PROTECTIONS**

1.6 Section 1. **[144J.01] DEFINITIONS.**

1.7 Subdivision 1. **Applicability.** For the purposes of this chapter, the following terms have
1.8 the meanings given them unless the context clearly indicates otherwise.

1.9 Subd. 2. **Assisted living contract.** "Assisted living contract" means the legal agreement
1.10 between a resident and an assisted living facility for housing and assisted living services.

1.11 Subd. 3. **Assisted living facility.** "Assisted living facility" has the meaning given in
1.12 section 144I.01, subdivision 6.

1.13 Subd. 4. **Assisted living facility with dementia care.** "Assisted living facility with
1.14 dementia care" has the meaning given in section 144I.01, subdivision 8.

1.15 Subd. 5. **Assisted living services.** "Assisted living services" has the meaning given in
1.16 section 144I.01, subdivision 7.

1.17 Subd. 6. **Attorney-in-fact.** "Attorney-in-fact" means a person designated by a principal
1.18 to exercise the powers granted by a written and valid power of attorney under chapter 523.

1.19 Subd. 7. **Conservator.** "Conservator" means a court-appointed conservator acting in
1.20 accordance with the powers granted to the conservator under chapter 524.

1.21 Subd. 8. **Designated representative.** "Designated representative" means a person
1.22 designated in writing by the resident in an assisted living contract and identified in the
1.23 resident's records on file with the assisted living facility.

2.1 Subd. 9. **Facility.** "Facility" means an assisted living facility.

2.2 Subd. 10. **Guardian.** "Guardian" means a court-appointed guardian acting in accordance
2.3 with the powers granted to the guardian under chapter 524.

2.4 Subd. 11. **Health care agent.** "Health care agent" has the meaning given in section
2.5 145C.01, subdivision 2.

2.6 Subd. 12. **Legal representative.** "Legal representative" means one of the following in
2.7 the order of priority listed, to the extent the person may reasonably be identified and located:

2.8 (1) a guardian;

2.9 (2) a conservator;

2.10 (3) a health care agent; or

2.11 (4) an attorney-in-fact.

2.12 Subd. 13. **Licensed health care professional.** "Licensed health care professional" means:

2.13 (1) a physician licensed under chapter 147;

2.14 (2) an advanced practice registered nurse, as that term is defined in section 148.171,
2.15 subdivision 3;

2.16 (3) a licensed practical nurse, as that term is defined in section 148.171, subdivision 8;

2.17 or

2.18 (4) a registered nurse, as that term is defined in section 148.171, subdivision 20.

2.19 Subd. 14. **Resident.** "Resident" means a person living in an assisted living facility.

2.20 Subd. 15. **Resident record.** "Resident record" has the meaning given in section 144I.01,
2.21 subdivision 53.

2.22 Subd. 16. **Service plan.** "Service plan" has the meaning given in section 144I.01,
2.23 subdivision 57.

2.24 **EFFECTIVE DATE.** This section is effective August 1, 2021.

2.25 Sec. 2. **[144J.02] RESIDENT RIGHTS.**

2.26 Subdivision 1. **Applicability.** This section applies to assisted living facility residents.

2.27 Subd. 2. **Legislative intent.** The rights established under this section for the benefit of
2.28 residents do not limit any other rights available under law. No facility may request or require

3.1 that any resident waive any of these rights at any time for any reason, including as a condition
3.2 of admission to the facility.

3.3 Subd. 3. **Information about rights and facility policies.** (a) Before receiving services,
3.4 residents have the right to be informed by the facility of the rights granted under this section.
3.5 The information must be in plain language and in terms residents can understand. The
3.6 facility must make reasonable accommodations for residents who have communication
3.7 disabilities and those who speak a language other than English.

3.8 (b) Every facility must:

3.9 (1) indicate what recourse residents have if their rights are violated; and

3.10 (2) provide the information required under section 144J.10.

3.11 (c) Upon request, residents and their legal representatives and designated representatives
3.12 have the right to copies of current facility policies and inspection findings of state and local
3.13 health authorities, and to receive further explanation of the rights provided under this section,
3.14 consistent with chapter 13 and section 626.557.

3.15 Subd. 4. **Courteous treatment.** Residents have the right to be treated with courtesy and
3.16 respect, and to have the resident's property treated with respect.

3.17 Subd. 5. **Appropriate care and services.** (a) Residents have the right to care and services
3.18 that are appropriate based on the resident's needs and according to an up-to-date service
3.19 plan. All service plans must be designed to enable residents to achieve their highest level
3.20 of emotional, psychological, physical, medical, and functional well-being and safety.

3.21 (b) Residents have the right to receive health care and other assisted living services with
3.22 continuity from people who are properly trained and competent to perform their duties and
3.23 in sufficient numbers to adequately provide the services agreed to in the assisted living
3.24 contract and the service plan.

3.25 Subd. 6. **Participation in care and service planning.** Residents have the right to actively
3.26 participate in the planning, modification, and evaluation of their care and services. This
3.27 right includes:

3.28 (1) the opportunity to discuss care, services, treatment, and alternatives with the
3.29 appropriate caregivers;

3.30 (2) the opportunity to request and participate in formal care conferences;

3.31 (3) the right to include a family member or the resident's health care agent and designated
3.32 representative, or both; and

4.1 (4) the right to be told in advance of, and take an active part in decisions regarding, any
4.2 recommended changes in the service plan.

4.3 Subd. 7. **Information about individuals providing services.** Before receiving services,
4.4 residents have the right to be told the type and disciplines of staff who will be providing
4.5 the services, the frequency of visits proposed to be furnished, and other choices that are
4.6 available for addressing the resident's needs.

4.7 Subd. 8. **Information about health care treatment.** Where applicable, residents have
4.8 the right to be given by their attending physician complete and current information concerning
4.9 their diagnosis, cognitive functioning level, treatment, alternatives, risks, and prognosis as
4.10 required by the physician's legal duty to disclose. This information must be in terms and
4.11 language the residents can reasonably be expected to understand. This information must
4.12 include the likely medical or major psychological results of the treatment and its alternatives.

4.13 Subd. 9. **Information about other providers and services.** (a) Residents have the right
4.14 to be informed by the assisted living facility, prior to executing an assisted living contract,
4.15 that other public and private services may be available and the resident has the right to
4.16 purchase, contract for, or obtain services from a provider other than the assisted living
4.17 facility or related assisted living services provider.

4.18 (b) Assisted living facilities must make every effort to assist residents in obtaining
4.19 information regarding whether Medicare, medical assistance, or another public program
4.20 will pay for any of the services.

4.21 Subd. 10. **Information about charges.** Before services are initiated, residents have the
4.22 right to be notified:

4.23 (1) of all charges for services;

4.24 (2) whether payment may be expected from health insurance, public programs, or other
4.25 sources, if known, and the amount of such payments; and

4.26 (3) what charges the resident may be responsible for paying.

4.27 Subd. 11. **Refusal of care or services.** (a) Residents have the right to refuse care or
4.28 services.

4.29 (b) A provider must document in the resident's record that the provider informed a
4.30 resident who refuses care, services, treatment, medication, or dietary restrictions of the
4.31 likely medical, health-related or psychological consequences of the refusal.

5.1 (c) In cases where a resident lacks capacity but has not been adjudicated incompetent,
5.2 or when legal requirements limit the right to refuse medical treatment, the conditions and
5.3 circumstances must be fully documented by the attending physician in the resident's record.

5.4 Subd. 12. **Freedom from maltreatment.** Residents have the right to be free from
5.5 maltreatment. For the purposes of this subdivision, "maltreatment" means conduct described
5.6 in section 626.5572, subdivision 15, and includes the intentional and nontherapeutic infliction
5.7 of physical pain or injury, or any persistent course of conduct intended to produce mental
5.8 or emotional distress.

5.9 Subd. 13. **Personal and treatment privacy.** (a) Residents have the right to every
5.10 consideration of their privacy, individuality, and cultural identity as related to their social,
5.11 religious, and psychological well-being. Staff must respect the privacy of a resident's space
5.12 by knocking on the door and seeking consent before entering, except in an emergency or
5.13 where clearly inadvisable.

5.14 (b) Residents have the right to respect and privacy regarding the resident's health care
5.15 and personal care program. Case discussion, consultation, examination, and treatment are
5.16 confidential and must be conducted discreetly. Privacy must be respected during toileting,
5.17 bathing, and other activities of personal hygiene, except as needed for resident safety or
5.18 assistance.

5.19 Subd. 14. **Communication privacy.** (a) Residents have the right to communicate
5.20 privately with persons of their choice. Assisted living facilities that are unable to provide a
5.21 private area for communication must make reasonable arrangements to accommodate the
5.22 privacy of residents' communications.

5.23 (b) Personal mail must be sent by the assisted living facility without interference and
5.24 received unopened unless medically or programmatically contraindicated and documented
5.25 by a licensed health care professional listed in the resident's record.

5.26 (c) Residents must be provided access to a telephone to make and receive calls.

5.27 Subd. 15. **Confidentiality of records.** (a) Residents have the right to have personal,
5.28 financial, health, and medical information kept private, to approve or refuse release of
5.29 information to any outside party, and to be advised of the assisted living facility's policies
5.30 and procedures regarding disclosure of the information. Residents must be notified when
5.31 personal records are requested by any outside party.

5.32 (b) Residents have the right to access their own records and written information from
5.33 those records in accordance with sections 144.291 to 144.298.

6.1 Subd. 16. **Grievances and inquiries.** (a) Residents have the right to make and receive
6.2 a timely response to a complaint or inquiry, without limitation. Residents have the right to
6.3 know and every facility must provide the name and contact information of the person
6.4 representing the facility who is designated to handle and resolve complaints and inquiries.

6.5 (b) A facility must promptly investigate, make a good faith attempt to resolve, and
6.6 provide a timely response to the complaint or inquiry.

6.7 (c) Residents have the right to recommend changes in policies and services to staff and
6.8 managerial officials, as that term is defined in section 144I.01, subdivision 31.

6.9 Subd. 17. **Visitors and social participation.** (a) Residents have the right to meet with
6.10 or receive visits at any time by the resident's family, guardian, conservator, health care
6.11 agent, attorney, advocate, or religious or social work counselor, or any person of the resident's
6.12 choosing.

6.13 (b) Residents have the right to participate in commercial, religious, social, community,
6.14 and political activities without interference and at their discretion if the activities do not
6.15 infringe on the right to privacy of other residents.

6.16 Subd. 18. **Access to counsel and advocacy services.** Notwithstanding subdivision 15,
6.17 residents have the right to the immediate access by:

6.18 (1) the resident's legal counsel;

6.19 (2) any representative of the protection and advocacy system designated by the state
6.20 under Code of Federal Regulations, title 45, section 1326.21; or

6.21 (3) any representative of the Office of Ombudsman for Long-Term Care.

6.22 Subd. 19. **Right to come and go freely.** Residents have the right to enter and leave the
6.23 facility as they choose. This right may be restricted only as allowed by other law and
6.24 consistent with a resident's service plan.

6.25 Subd. 20. **Access to technology.** Residents have the right to access Internet service at
6.26 their expense, unless offered by the facility.

6.27 Subd. 21. **Resident councils.** Residents have the right to organize and participate in
6.28 resident councils. The facility must provide a resident council with space and privacy for
6.29 meetings, where doing so is reasonably achievable. Staff, visitors, or other guests may attend
6.30 resident council meetings only at the council's invitation. The facility must provide a
6.31 designated staff person who is approved by the resident council and the facility to be
6.32 responsible for providing assistance and responding to written requests that result from

7.1 meetings. The facility must consider the views of the resident council and must act promptly
7.2 upon the grievances and recommendations of the council, but a facility is not required to
7.3 implement as recommended every request of the council. The facility shall, with the approval
7.4 of the resident council, take reasonably achievable steps to make residents aware of upcoming
7.5 meetings in a timely manner.

7.6 Subd. 22. **Family councils.** Residents have the right to participate in family councils
7.7 formed by families or residents. The facility must provide a family council with space and
7.8 privacy for meetings, where doing so is reasonably achievable. The facility must provide a
7.9 designated staff person who is approved by the family council and the facility to be
7.10 responsible for providing assistance and responding to written requests that result from
7.11 meetings. The facility must consider the views of the family council and must act promptly
7.12 upon the grievances and recommendations of the council, but a facility is not required to
7.13 implement as recommended every request of the council. The facility shall, with the approval
7.14 of the family council, take reasonably achievable steps to make residents and family members
7.15 aware of upcoming meetings in a timely manner.

7.16 **EFFECTIVE DATE.** This section is effective August 1, 2021.

7.17 Sec. 3. **[144J.03] RETALIATION PROHIBITED.**

7.18 Subdivision 1. **Retaliation prohibited.** A facility or agent of a facility may not retaliate
7.19 against a resident or employee if the resident, employee, or any person acting on behalf of
7.20 the resident:

7.21 (1) files a complaint or grievance, makes an inquiry, or asserts any right;

7.22 (2) indicates an intention to file a complaint or grievance, make an inquiry, or assert any
7.23 right;

7.24 (3) files or indicates an intention to file a maltreatment report, whether mandatory or
7.25 voluntary, under section 626.557;

7.26 (4) seeks assistance from or reports a reasonable suspicion of a crime or systemic
7.27 problems or concerns to the administrator or manager of the facility, the Office of
7.28 Ombudsman for Long-Term Care, a regulatory or other government agency, or a legal or
7.29 advocacy organization;

7.30 (5) advocates or seeks advocacy assistance for necessary or improved care or services
7.31 or enforcement of rights under this section or other law;

7.32 (6) takes or indicates an intention to take civil action;

8.1 (7) participates or indicates an intention to participate in any investigation or
8.2 administrative or judicial proceeding;

8.3 (8) contracts or indicates an intention to contract to receive services from a service
8.4 provider of the resident's choice other than the facility; or

8.5 (9) places or indicates an intention to place a camera or electronic monitoring device in
8.6 the resident's private space as provided under section 144J.05.

8.7 Subd. 2. **Retaliation against a resident.** For purposes of this section, to retaliate against
8.8 a resident includes but is not limited to any of the following actions taken or threatened by
8.9 a facility or an agent of the facility against a resident, or any person with a familial, personal,
8.10 legal, or professional relationship with the resident:

8.11 (1) the discharge, eviction, transfer, or termination of services;

8.12 (2) the imposition of discipline, punishment, or a sanction or penalty;

8.13 (3) any form of discrimination;

8.14 (4) restriction or prohibition of access:

8.15 (i) of the resident to the facility or visitors; or

8.16 (ii) to the resident by a family member or a person with a personal, legal, or professional
8.17 relationship with the resident;

8.18 (5) the imposition of involuntary seclusion or withholding food, care, or services;

8.19 (6) restriction of any of the rights granted to residents under state or federal law;

8.20 (7) restriction or reduction of access to or use of amenities, care, services, privileges, or
8.21 living arrangements;

8.22 (8) an arbitrary increase in charges or fees;

8.23 (9) removing, tampering with, or deprivation of technology, communication, or electronic
8.24 monitoring devices; or

8.25 (10) any oral or written communication of false information about a person advocating
8.26 on behalf of the resident.

8.27 Subd. 3. **Retaliation against an employee.** For purposes of this section, to retaliate
8.28 against an employee includes but is not limited to any of the following actions taken or
8.29 threatened by the facility or an agent of the facility against an employee:

8.30 (1) discharge or transfer;

9.1 (2) demotion or refusal to promote;

9.2 (3) reduction in compensation, benefits, or privileges;

9.3 (4) the unwarranted imposition of discipline, punishment, or a sanction or penalty; or

9.4 (5) any form of discrimination.

9.5 Subd. 4. **Rebuttable presumption of retaliation.** (a) Except as provided in paragraphs
9.6 (b), (c), and (d), there is a rebuttable presumption that any action described in subdivision
9.7 2 or 3 and taken within 90 days of an initial action described in subdivision 1 is retaliatory.

9.8 (b) The presumption does not apply to actions described in subdivision 2, clause (4), if
9.9 a good faith report of maltreatment pursuant to section 626.557 is made by the facility or
9.10 agent of the facility against the visitor, family member, or other person with a personal,
9.11 legal, or professional relationship that is subject to the restriction or prohibition of access.

9.12 (c) The presumption does not apply to any oral or written communication described in
9.13 subdivision 2, clause (10), that is associated with a good faith report of maltreatment pursuant
9.14 to section 626.557 made by the facility or agent of the facility against the person advocating
9.15 on behalf of the resident.

9.16 (d) The presumption does not apply to a discharge, eviction, transfer, or termination of
9.17 services that occurs for a reason permitted under section 144J.08, subdivision 3 or 6, provided
9.18 the assisted living facility has complied with the applicable requirements in sections 144J.08
9.19 and 144.10.

9.20 Subd. 5. **Other laws.** Nothing in this section affects the rights available to a resident
9.21 under section 626.557.

9.22 **EFFECTIVE DATE.** This section is effective August 1, 2021.

9.23 Sec. 4. **[144J.04] DECEPTIVE MARKETING AND BUSINESS PRACTICES**
9.24 **PROHIBITED.**

9.25 (a) No employee or agent of any facility may make any false, fraudulent, deceptive, or
9.26 misleading statements or representations or material omissions in marketing, advertising,
9.27 or any other description or representation of care or services.

9.28 (b) No assisted living contract may include any provision that the facility knows or
9.29 should know to be deceptive, unlawful, or unenforceable under state or federal law, nor
9.30 include any provision that requires or implies a lesser standard of care or responsibility than
9.31 is required by law.

10.1 (c) No facility may advertise or represent that it is licensed as an assisted living facility
10.2 with dementia care without complying with disclosure requirements under section 325F.72
10.3 and any training requirements required under chapter 144I or in rule.

10.4 (d) A violation of this section constitutes a violation of section 325F.69, subdivision 1.
10.5 The attorney general or a county attorney may enforce this section using the remedies in
10.6 section 325F.70.

10.7 **EFFECTIVE DATE.** This section is effective August 1, 2021.

10.8 **Sec. 5. [144J.05] ELECTRONIC MONITORING IN CERTAIN FACILITIES.**

10.9 Subdivision 1. **Definitions.** (a) For the purposes of this section, the terms defined in this
10.10 subdivision have the meanings given.

10.11 (b) "Commissioner" means the commissioner of health.

10.12 (c) "Department" means the Department of Health.

10.13 (d) "Electronic monitoring" means the placement and use of an electronic monitoring
10.14 device by a resident in the resident's room or private living unit in accordance with this
10.15 section.

10.16 (e) "Electronic monitoring device" means a camera or other device that captures, records,
10.17 or broadcasts audio, video, or both, that is placed in a resident's room or private living unit
10.18 and is used to monitor the resident or activities in the room or private living unit.

10.19 (f) "Facility" means a facility that is:

10.20 (1) licensed as a nursing home under chapter 144A;

10.21 (2) licensed as a boarding care home under sections 144.50 to 144.56;

10.22 (3) until August 1, 2021, a housing with services establishment registered under chapter
10.23 144D that is either subject to chapter 144G or has a disclosed special unit under section
10.24 325F.72; or

10.25 (4) on or after August 1, 2021, an assisted living facility.

10.26 (g) "Resident" means a person 18 years of age or older residing in a facility.

10.27 (h) "Resident representative" means one of the following in the order of priority listed,
10.28 to the extent the person may reasonably be identified and located:

10.29 (1) a court-appointed guardian;

10.30 (2) a health care agent as defined in section 145C.01, subdivision 2; or

11.1 (3) a person who is not an agent of a facility or of a home care provider designated in
11.2 writing by the resident and maintained in the resident's records on file with the facility or
11.3 with the resident's executed housing with services contract or nursing home contract.

11.4 Subd. 2. **Electronic monitoring authorized.** (a) A resident or a resident representative
11.5 may conduct electronic monitoring of the resident's room or private living unit through the
11.6 use of electronic monitoring devices placed in the resident's room or private living unit as
11.7 provided in this section.

11.8 (b) Nothing in this section precludes the use of electronic monitoring of health care
11.9 allowed under other law.

11.10 (c) Electronic monitoring authorized under this section is not a covered service under
11.11 home and community-based waivers under sections 256B.0913, 256B.0915, 256B.092, and
11.12 256B.49.

11.13 (d) This section does not apply to monitoring technology authorized as a home and
11.14 community-based service under section 256B.0913, 256B.0915, 256B.092, or 256B.49.

11.15 Subd. 3. **Consent to electronic monitoring.** (a) Except as otherwise provided in this
11.16 subdivision, a resident must consent to electronic monitoring in the resident's room or private
11.17 living unit in writing on a notification and consent form. If the resident has not affirmatively
11.18 objected to electronic monitoring and the resident's medical professional determines that
11.19 the resident currently lacks the ability to understand and appreciate the nature and
11.20 consequences of electronic monitoring, the resident representative may consent on behalf
11.21 of the resident. For purposes of this subdivision, a resident affirmatively objects when the
11.22 resident orally, visually, or through the use of auxiliary aids or services declines electronic
11.23 monitoring. The resident's response must be documented on the notification and consent
11.24 form.

11.25 (b) Prior to a resident representative consenting on behalf of a resident, the resident must
11.26 be asked if the resident wants electronic monitoring to be conducted. The resident
11.27 representative must explain to the resident:

11.28 (1) the type of electronic monitoring device to be used;

11.29 (2) the standard conditions that may be placed on the electronic monitoring device's use,
11.30 including those listed in subdivision 6;

11.31 (3) with whom the recording may be shared under subdivision 10 or 11; and

11.32 (4) the resident's ability to decline all recording.

12.1 (c) A resident, or resident representative when consenting on behalf of the resident, may
12.2 consent to electronic monitoring with any conditions of the resident's or resident
12.3 representative's choosing, including the list of standard conditions provided in subdivision
12.4 6. A resident, or resident representative when consenting on behalf of the resident, may
12.5 request that the electronic monitoring device be turned off or the visual or audio recording
12.6 component of the electronic monitoring device be blocked at any time.

12.7 (d) Prior to implementing electronic monitoring, a resident, or resident representative
12.8 when acting on behalf of the resident, must obtain the written consent on the notification
12.9 and consent form of any other resident residing in the shared room or shared private living
12.10 unit. A roommate's or roommate's resident representative's written consent must comply
12.11 with the requirements of paragraphs (a) to (c). Consent by a roommate or a roommate's
12.12 resident representative under this paragraph authorizes the resident's use of any recording
12.13 obtained under this section, as provided under subdivision 10 or 11.

12.14 (e) Any resident conducting electronic monitoring must immediately remove or disable
12.15 an electronic monitoring device prior to a new roommate moving into a shared room or
12.16 shared private living unit, unless the resident obtains the roommate's or roommate's resident
12.17 representative's written consent as provided under paragraph (d) prior to the roommate
12.18 moving into the shared room or shared private living unit. Upon obtaining the new
12.19 roommate's signed notification and consent form and submitting the form to the facility as
12.20 required under subdivision 5, the resident may resume electronic monitoring.

12.21 (f) The resident or roommate, or the resident representative or roommate's resident
12.22 representative if the representative is consenting on behalf of the resident or roommate, may
12.23 withdraw consent at any time and the withdrawal of consent must be documented on the
12.24 original consent form as provided under subdivision 5, paragraph (d).

12.25 Subd. 4. **Refusal of roommate to consent.** If a resident of a facility who is residing in
12.26 a shared room or shared living unit, or the resident representative of such a resident when
12.27 acting on behalf of the resident, wants to conduct electronic monitoring and another resident
12.28 living in or moving into the same shared room or shared living unit refuses to consent to
12.29 the use of an electronic monitoring device, the facility shall make a reasonable attempt to
12.30 accommodate the resident who wants to conduct electronic monitoring. A facility has met
12.31 the requirement to make a reasonable attempt to accommodate a resident or resident
12.32 representative who wants to conduct electronic monitoring when, upon notification that a
12.33 roommate has not consented to the use of an electronic monitoring device in the resident's
12.34 room, the facility offers to move the resident to another shared room or shared living unit
12.35 that is available at the time of the request. If a resident chooses to reside in a private room

13.1 or private living unit in a facility in order to accommodate the use of an electronic monitoring
13.2 device, the resident must pay either the private room rate in a nursing home setting, or the
13.3 applicable rent in a housing with services establishment or assisted living facility. If a facility
13.4 is unable to accommodate a resident due to lack of space, the facility must reevaluate the
13.5 request every two weeks until the request is fulfilled. A facility is not required to provide
13.6 a private room, a single-bed room, or a private living unit to a resident who is unable to
13.7 pay.

13.8 Subd. 5. **Notice to facility; exceptions.** (a) Electronic monitoring may begin only after
13.9 the resident or resident representative who intends to place an electronic monitoring device
13.10 and any roommate or roommate's resident representative completes the notification and
13.11 consent form and submits the form to the facility.

13.12 (b) Notwithstanding paragraph (a), the resident or resident representative who intends
13.13 to place an electronic monitoring device may do so without submitting a notification and
13.14 consent form to the facility for up to 30 days:

13.15 (1) if the resident or the resident representative reasonably fears retaliation against the
13.16 resident by the facility, timely submits the completed notification and consent form to the
13.17 Office of Ombudsman for Long-Term Care, and timely submits a Minnesota Adult Abuse
13.18 Reporting Center report or police report, or both, upon evidence from the electronic
13.19 monitoring device that suspected maltreatment has occurred;

13.20 (2) if there has not been a timely written response from the facility to a written
13.21 communication from the resident or resident representative expressing a concern prompting
13.22 the desire for placement of an electronic monitoring device and if the resident or a resident
13.23 representative timely submits a completed notification and consent form to the Office of
13.24 Ombudsman for Long-Term Care; or

13.25 (3) if the resident or resident representative has already submitted a Minnesota Adult
13.26 Abuse Reporting Center report or police report regarding the resident's concerns prompting
13.27 the desire for placement and if the resident or a resident representative timely submits a
13.28 completed notification and consent form to the Office of Ombudsman for Long-Term Care.

13.29 (c) Upon receipt of any completed notification and consent form, the facility must place
13.30 the original form in the resident's file or file the original form with the resident's housing
13.31 with services contract. The facility must provide a copy to the resident and the resident's
13.32 roommate, if applicable.

13.33 (d) In the event that a resident or roommate, or the resident representative or roommate's
13.34 resident representative if the representative is consenting on behalf of the resident or

14.1 roommate, chooses to alter the conditions under which consent to electronic monitoring is
14.2 given or chooses to withdraw consent to electronic monitoring, the facility must make
14.3 available the original notification and consent form so that it may be updated. Upon receipt
14.4 of the updated form, the facility must place the updated form in the resident's file or file the
14.5 original form with the resident's signed housing with services contract. The facility must
14.6 provide a copy of the updated form to the resident and the resident's roommate, if applicable.

14.7 (e) If a new roommate, or the new roommate's resident representative when consenting
14.8 on behalf of the new roommate, does not submit to the facility a completed notification and
14.9 consent form and the resident conducting the electronic monitoring does not remove or
14.10 disable the electronic monitoring device, the facility must remove the electronic monitoring
14.11 device.

14.12 (f) If a roommate, or the roommate's resident representative when withdrawing consent
14.13 on behalf of the roommate, submits an updated notification and consent form withdrawing
14.14 consent and the resident conducting electronic monitoring does not remove or disable the
14.15 electronic monitoring device, the facility must remove the electronic monitoring device.

14.16 Subd. 6. **Form requirements.** (a) The notification and consent form completed by the
14.17 resident must include, at a minimum, the following information:

14.18 (1) the resident's signed consent to electronic monitoring or the signature of the resident
14.19 representative, if applicable. If a person other than the resident signs the consent form, the
14.20 form must document the following:

14.21 (i) the date the resident was asked if the resident wants electronic monitoring to be
14.22 conducted;

14.23 (ii) who was present when the resident was asked;

14.24 (iii) an acknowledgment that the resident did not affirmatively object; and

14.25 (iv) the source of authority allowing the resident representative to sign the notification
14.26 and consent form on the resident's behalf;

14.27 (2) the resident's roommate's signed consent or the signature of the roommate's resident
14.28 representative, if applicable. If a roommate's resident representative signs the consent form,
14.29 the form must document the following:

14.30 (i) the date the roommate was asked if the roommate wants electronic monitoring to be
14.31 conducted;

14.32 (ii) who was present when the roommate was asked;

- 15.1 (iii) an acknowledgment that the roommate did not affirmatively object; and
- 15.2 (iv) the source of authority allowing the resident representative to sign the notification
- 15.3 and consent form on the roommate's behalf;
- 15.4 (3) the type of electronic monitoring device to be used;
- 15.5 (4) a list of standard conditions or restrictions that the resident or a roommate may elect
- 15.6 to place on the use of the electronic monitoring device, including but not limited to:
- 15.7 (i) prohibiting audio recording;
- 15.8 (ii) prohibiting video recording;
- 15.9 (iii) prohibiting broadcasting of audio or video;
- 15.10 (iv) turning off the electronic monitoring device or blocking the visual recording
- 15.11 component of the electronic monitoring device for the duration of an exam or procedure by
- 15.12 a health care professional;
- 15.13 (v) turning off the electronic monitoring device or blocking the visual recording
- 15.14 component of the electronic monitoring device while dressing or bathing is performed; and
- 15.15 (vi) turning off the electronic monitoring device for the duration of a visit with a spiritual
- 15.16 adviser, ombudsman, attorney, financial planner, intimate partner, or other visitor;
- 15.17 (5) any other condition or restriction elected by the resident or roommate on the use of
- 15.18 an electronic monitoring device;
- 15.19 (6) a statement of the circumstances under which a recording may be disseminated under
- 15.20 subdivision 10;
- 15.21 (7) a signature box for documenting that the resident or roommate has withdrawn consent;
- 15.22 and
- 15.23 (8) an acknowledgment that the resident, in accordance with subdivision 3, consents to
- 15.24 the Office of Ombudsman for Long-Term Care and its representatives disclosing information
- 15.25 about the form. Disclosure under this clause shall be limited to:
- 15.26 (i) the fact that the form was received from the resident or resident representative;
- 15.27 (ii) if signed by a resident representative, the name of the resident representative and
- 15.28 the source of authority allowing the resident representative to sign the notification and
- 15.29 consent form on the resident's behalf; and
- 15.30 (iii) the type of electronic monitoring device placed.

16.1 (b) Facilities must make the notification and consent form available to the residents and
16.2 inform residents of their option to conduct electronic monitoring of their rooms or private
16.3 living unit.

16.4 (c) Notification and consent forms received by the Office of Ombudsman for Long-Term
16.5 Care are classified under section 256.9744.

16.6 Subd. 7. **Costs and installation.** (a) A resident or resident representative choosing to
16.7 conduct electronic monitoring must do so at the resident's own expense, including paying
16.8 purchase, installation, maintenance, and removal costs.

16.9 (b) If a resident chooses to place an electronic monitoring device that uses Internet
16.10 technology for visual or audio monitoring, the resident may be responsible for contracting
16.11 with an Internet service provider.

16.12 (c) The facility shall make a reasonable attempt to accommodate the resident's installation
16.13 needs, including allowing access to the facility's public-use Internet or Wi-Fi systems when
16.14 available for other public uses. A facility has the burden of proving that a requested
16.15 accommodation is not reasonable.

16.16 (d) All electronic monitoring device installations and supporting services must be
16.17 UL-listed.

16.18 Subd. 8. **Notice to visitors.** (a) A facility must post a sign at each facility entrance
16.19 accessible to visitors that states: "Electronic monitoring devices, including security cameras
16.20 and audio devices, may be present to record persons and activities."

16.21 (b) The facility is responsible for installing and maintaining the signage required in this
16.22 subdivision.

16.23 Subd. 9. **Obstruction of electronic monitoring devices.** (a) A person must not knowingly
16.24 hamper, obstruct, tamper with, or destroy an electronic monitoring device placed in a
16.25 resident's room or private living unit without the permission of the resident or resident
16.26 representative.

16.27 (b) It is not a violation of paragraph (a) if a person turns off the electronic monitoring
16.28 device or blocks the visual recording component of the electronic monitoring device at the
16.29 direction of the resident or resident representative, or if consent has been withdrawn.

16.30 Subd. 10. **Dissemination of meetings.** (a) No person may access any video or audio
16.31 recording created through authorized electronic monitoring without the written consent of
16.32 the resident or resident representative.

17.1 (b) Except as required under other law, a recording or copy of a recording made as
17.2 provided in this section may only be disseminated for the purpose of addressing health,
17.3 safety, or welfare concerns of one or more residents.

17.4 (c) A person disseminating a recording or copy of a recording made as provided in this
17.5 section in violation of paragraph (b) may be civilly or criminally liable.

17.6 Subd. 11. **Admissibility of evidence.** Subject to applicable rules of evidence and
17.7 procedure, any video or audio recording created through electronic monitoring under this
17.8 section may be admitted into evidence in a civil, criminal, or administrative proceeding.

17.9 Subd. 12. **Liability.** (a) For the purposes of state law, the mere presence of an electronic
17.10 monitoring device in a resident's room or private living unit is not a violation of the resident's
17.11 right to privacy under section 144.651 or 144A.44.

17.12 (b) For the purposes of state law, a facility or home care provider is not civilly or
17.13 criminally liable for the mere disclosure by a resident or a resident representative of a
17.14 recording.

17.15 Subd. 13. **Immunity from liability.** The Office of Ombudsman for Long-Term Care
17.16 and representatives of the office are immune from liability for conduct described in section
17.17 256.9742, subdivision 2.

17.18 Subd. 14. **Resident protections.** (a) A facility must not:

17.19 (1) refuse to admit a potential resident or remove a resident because the facility disagrees
17.20 with the decision of the potential resident, the resident, or a resident representative acting
17.21 on behalf of the resident regarding electronic monitoring;

17.22 (2) retaliate or discriminate against any resident for consenting or refusing to consent
17.23 to electronic monitoring, as provided in section 144.6512, 144G.07, or 144J.03; or

17.24 (3) prevent the placement or use of an electronic monitoring device by a resident who
17.25 has provided the facility or the Office of Ombudsman for Long-Term Care with notice and
17.26 consent as required under this section.

17.27 (b) Any contractual provision prohibiting, limiting, or otherwise modifying the rights
17.28 and obligations in this section is contrary to public policy and is void and unenforceable.

17.29 Subd. 15. **Employee discipline.** (a) An employee of the facility or an employee of a
17.30 contractor providing services at the facility who is the subject of proposed corrective or
17.31 disciplinary action based upon evidence obtained by electronic monitoring must be given
17.32 access to that evidence for purposes of defending against the proposed action.

18.1 (b) An employee who obtains a recording or a copy of the recording must treat the
18.2 recording or copy confidentially and must not further disseminate it to any other person
18.3 except as required under law. Any copy of the recording must be returned to the facility or
18.4 resident who provided the copy when it is no longer needed for purposes of defending
18.5 against a proposed action.

18.6 Subd. 16. **Penalties.** (a) The commissioner may issue a correction order as provided
18.7 under section 144A.10, 144A.45, or 144A.474, upon a finding that the facility has failed to
18.8 comply with:

18.9 (1) subdivision 5, paragraphs (c) to (f);

18.10 (2) subdivision 6, paragraph (b);

18.11 (3) subdivision 7, paragraph (c); and

18.12 (4) subdivisions 8 to 10 and 14.

18.13 (b) The commissioner may exercise the commissioner's authority under section 144D.05
18.14 to compel a housing with services establishment to meet the requirements of this section.

18.15 **EFFECTIVE DATE.** This section is effective August 1, 2019, and applies to all contracts
18.16 in effect, entered into, or renewed on or after that date.

18.17 Sec. 6. **[144J.06] NO DISCRIMINATION BASED ON SOURCE OF PAYMENT.**

18.18 All facilities must, regardless of the source of payment and for all persons seeking to
18.19 reside or residing in the facility:

18.20 (1) provide equal access to quality care; and

18.21 (2) establish, maintain, and implement identical policies and practices regarding residency,
18.22 transfer, and provision and termination of services.

18.23 **EFFECTIVE DATE.** This section is effective August 1, 2021.

18.24 Sec. 7. **[144J.07] CONSUMER ADVOCACY AND LEGAL SERVICES.**

18.25 Upon execution of an assisted living contract, every facility must provide the resident
18.26 and the resident's legal and designated representatives with the names and contact
18.27 information, including telephone numbers and e-mail addresses, of:

18.28 (1) nonprofit organizations that provide advocacy or legal services to residents including
18.29 but not limited to the designated protection and advocacy organization in Minnesota that
18.30 provides advice and representation to individuals with disabilities; and

19.1 (2) the Office of Ombudsman for Long-Term Care, including both the state and regional
19.2 contact information.

19.3 **EFFECTIVE DATE.** This section is effective August 1, 2021.

19.4 Sec. 8. **[144J.08] INVOLUNTARY DISCHARGES AND SERVICE TERMINATIONS.**

19.5 Subdivision 1. **Definitions.** (a) For the purposes of this section and sections 144J.09 and
19.6 144J.10, the following terms have the meanings given them.

19.7 (b) "Facility" means:

19.8 (1) a housing with services establishment registered under section 144D.02 and operating
19.9 under title protection provided under chapter 144G; or

19.10 (2) on or after August 1, 2021, an assisted living facility.

19.11 (c) "Refusal to readmit" means a refusal by an assisted living facility, upon a request
19.12 from a resident or an agent of the resident, to allow the resident to return to the facility,
19.13 whether or not a notice of termination of housing or services has been issued.

19.14 (d) "Termination of housing or services" or "termination" means an involuntary
19.15 facility-initiated discharge, eviction, transfer, or service termination not initiated at the oral
19.16 or written request of the resident or to which the resident objects.

19.17 Subd. 2. **Prerequisite to termination of housing or services.** Before issuing a notice
19.18 of termination, a facility must explain in person and in detail the reasons for the termination,
19.19 and must convene a conference with the resident, the resident's legal representatives, the
19.20 resident's designated representative, the resident's family, applicable state and social services
19.21 agencies, and relevant health professionals to identify and offer reasonable accommodations
19.22 and modifications, interventions, or alternatives to avoid the termination.

19.23 Subd. 3. **Permissible reasons to terminate housing or services.** (a) A facility is
19.24 prohibited from terminating housing or services for grounds other than those specified in
19.25 paragraphs (b) and (c). A facility initiating a termination under paragraph (b) or (c) must
19.26 comply with subdivision 2.

19.27 (b) A facility may not initiate a termination unless the termination is necessary and the
19.28 facility produces a written determination, supported by documentation, of the necessity of
19.29 the termination. A termination is necessary only if:

19.30 (1) the resident has engaged in documented conduct that substantially interferes with
19.31 the rights, health, or safety of other residents;

20.1 (2) the resident has committed any of the acts enumerated under section 504B.171 that
20.2 substantially interfere with the rights, health, or safety of other residents; or

20.3 (3) the facility can demonstrate that resident's needs exceed the scope of services for
20.4 which the resident contracted or which are included in the resident's service plan.

20.5 (c) A facility may initiate a termination for nonpayment, provided the facility:

20.6 (1) makes reasonable efforts to accommodate temporary financial hardship;

20.7 (2) informs the resident of private subsidies and public benefits options that may be
20.8 available, including but not limited to benefits available under sections 256B.0915 and
20.9 256B.49; and

20.10 (3) if the resident applies for public benefits, timely responds to state or county agency
20.11 questions regarding the application.

20.12 (d) A facility may not initiate a termination of housing or services to a resident receiving
20.13 public benefits in the event of a temporary interruption in benefits. A temporary interruption
20.14 of benefits does not constitute nonpayment.

20.15 Subd. 4. **Notice of termination required.** (a) A facility initiating a termination of housing
20.16 or services must issue a written notice that complies with subdivision 5 at least 30 days
20.17 prior to the effective date of the termination to the resident, to the resident's legal
20.18 representative and designated representative, or if none, to a family member if known, and
20.19 to the Ombudsman for Long-Term Care.

20.20 (b) A facility may relocate a resident with less than 30 days' notice only in the event of
20.21 emergencies, as provided in subdivision 6.

20.22 (c) The notice requirements in paragraph (a) do not apply if the facility's license is
20.23 restricted by the commissioner or the facility ceases operations. In the event of a license
20.24 restriction or cessation of operations, the facility must follow the commissioner's directions
20.25 for resident relocations contained in section 144J.10.

20.26 Subd. 5. **Content of notice.** The notice required under subdivision 4 must contain, at a
20.27 minimum:

20.28 (1) the effective date of the termination;

20.29 (2) a detailed explanation of the basis for the termination, including, but not limited to,
20.30 clinical or other supporting rationale;

20.31 (3) contact information for, and a statement that the resident has the right to appeal the
20.32 termination to, the Office of Administrative Hearings;

21.1 (4) contact information for the Ombudsman for Long-Term Care;

21.2 (5) the name and contact information of a person employed by the facility with whom
 21.3 the resident may discuss the notice of termination of housing or services;

21.4 (6) if the termination is for services, a statement that the notice of termination of services
 21.5 does not constitute a termination of housing or an eviction from the resident's home, and
 21.6 that the resident has the right to remain in the facility if the resident can secure necessary
 21.7 services from another provider of the resident's choosing; and

21.8 (7) if the resident must relocate:

21.9 (i) a statement that the facility must actively participate in a coordinated transfer of the
 21.10 resident's care to a safe and appropriate service provider; and

21.11 (ii) the name of and contact information for the new location or provider, or a statement
 21.12 that the location or provider must be identified prior to effective date of the termination.

21.13 Subd. 6. **Exception for emergencies.** (a) A facility may relocate a resident from a facility
 21.14 with less than 30 days' notice if relocation is required:

21.15 (1) due to a resident's urgent medical needs and is ordered by a licensed health care
 21.16 professional; or

21.17 (2) because of an imminent risk to the health or safety of another resident or a staff
 21.18 member of the facility.

21.19 (b) A facility relocating a resident under this subdivision must:

21.20 (1) remove the resident to an appropriate location. A private home where the occupant
 21.21 is unwilling or unable to care for the resident, a homeless shelter, a hotel, or a motel is not
 21.22 an appropriate location; and

21.23 (2) provide notice of the contact information for and location to which resident has been
 21.24 relocated, contact information for any new service provider and for the Ombudsman for
 21.25 Long-Term Care, the reason for the relocation, a statement that, if the resident is refused
 21.26 readmission to the facility, the resident has the right to appeal any refusal to readmit to the
 21.27 Office of Administrative Hearings, and, if ascertainable, the approximate date or range of
 21.28 dates when the resident is expected to return to the facility or a statement that such date is
 21.29 not currently ascertainable, to:

21.30 (i) the resident, the resident's legal representative and designated representative, or if
 21.31 none, a family member if known immediately upon relocation of the resident; and

22.1 (ii) the Office of Ombudsman for Long-Term Care as soon as practicable if the resident
22.2 has been relocated from the facility for more than 48 hours.

22.3 (c) The resident has the right to return to the facility if the conditions under paragraph
22.4 (a) no longer exist.

22.5 (d) If the facility determines that the resident cannot return to the facility or the facility
22.6 cannot provide the necessary services to the resident upon return, the facility must as soon
22.7 as practicable but in no event later than 24 hours after the refusal or determination, comply
22.8 with subdivision 4, and section 144J.10.

22.9 **EFFECTIVE DATE.** (a) This section is effective August 1, 2019, and expires July 31,
22.10 2021, for housing with services establishments registered under section 144D.02 and
22.11 operating under title protection provided by and subject to chapter 144G.

22.12 (b) This section is effective for assisted living facilities August 1, 2021.

22.13 **Sec. 9. [144J.09] APPEAL OF TERMINATION OF HOUSING OR SERVICES.**

22.14 **Subdivision 1. Right to appeal termination of housing or services.** A resident, the
22.15 resident's legal representative or designated representative, or a family member, has the
22.16 right to appeal a termination of housing or services or a facility's refusal to readmit the
22.17 resident after an emergency relocation and to request a contested case hearing with the
22.18 Office of Administrative Hearings.

22.19 **Subd. 2. Appeals process.** (a) An appeal and request for a contested case hearing must
22.20 be filed in writing or electronically as authorized by the chief administrative law judge.

22.21 (b) The Office of Administrative Hearings must conduct an expedited hearing as soon
22.22 as practicable, and in any event no later than 14 calendar days after the office receives the
22.23 request and within three business days in the event of an appeal of a refusal to readmit. The
22.24 hearing must be held at the facility where the resident lives, unless it is impractical or the
22.25 parties agree to a different place. The hearing is not a formal evidentiary hearing. The hearing
22.26 may also be attended by telephone as allowed by the administrative law judge, after
22.27 considering how a telephonic hearing will affect the resident's ability to participate. The
22.28 hearing shall be limited to the amount of time necessary for the participants to expeditiously
22.29 present the facts about the proposed termination or refusal to readmit. The administrative
22.30 law judge shall issue a recommendation to the commissioner as soon as practicable, and in
22.31 any event no later than ten calendar days after the hearing or within two calendar days after
22.32 the hearing in the case of a refusal to readmit.

23.1 (c) The facility bears the burden of proof to establish by a preponderance of the evidence
23.2 that the termination of housing or services or the refusal to readmit is permissible under law
23.3 and does not constitute retaliation under section 144G.07 or 144J.03.

23.4 (d) Appeals from final determinations issued by the Office of Administrative Hearings
23.5 shall be as provided in sections 14.63 to 14.68.

23.6 (e) The Office of Administrative Hearings must grant the appeal and commissioner of
23.7 health may order the assisted living facility to rescind the termination of housing and services
23.8 or readmit the resident if:

23.9 (1) the termination or refusal to readmit was in violation of state or federal law;

23.10 (2) the resident cures or demonstrates the ability to cure the reason for the termination
23.11 or refusal to readmit, or has identified any reasonable accommodation or modification,
23.12 intervention, or alternative to the termination;

23.13 (3) termination would result in great harm or potential great harm to the resident as
23.14 determined by a totality of the circumstances; or

23.15 (4) the facility has failed to identify a safe and appropriate location to which the resident
23.16 is to be relocated as required under section 144J.10.

23.17 (f) The Office of Administrative Hearings has the authority to make any other
23.18 determinations or orders regarding any conditions that may be placed upon the resident's
23.19 readmission or continued residency, including but not limited to changes to the service plan
23.20 or required increases in services.

23.21 (g) Nothing in this section limits the right of a resident or the resident's designated
23.22 representative to request or receive assistance from the Office of Ombudsman for Long-Term
23.23 Care and the protection and advocacy agency protection and advocacy system designated
23.24 by the state under Code of Federal Regulations, title 45, section 1326.21, concerning the
23.25 termination of housing or services.

23.26 Subd. 3. **Representation at the hearing.** Parties may, but are not required to, be
23.27 represented by counsel at a contested case hearing on an appeal. The appearance of a party
23.28 without counsel does not constitute the unauthorized practice of law.

23.29 Subd. 4. **Service provision while appeal pending.** Housing or services may not be
23.30 terminated during the pendency of an appeal and until a final determination is made by the
23.31 Office of Administrative Hearings.

24.1 **EFFECTIVE DATE.** (a) This section is effective August 1, 2019, and expires July 31,
24.2 2021, for housing with services establishments registered under section 144D.02 and
24.3 operating under title protection provided by and subject to chapter 144G.

24.4 (b) This section is effective for assisted living facilities August 1, 2021.

24.5 Sec. 10. **[144J.10] HOUSING AND SERVICE TERMINATION; RELOCATION**
24.6 **PLANNING.**

24.7 Subdivision 1. **Duties of the facility.** If a facility terminates housing or services, if a
24.8 facility intends to cease operations, or if a facility's license is restricted by the commissioner
24.9 requiring termination of housing or services to residents, the facility:

24.10 (1) in the event of a termination of housing, has an affirmative duty to ensure a
24.11 coordinated and orderly transfer of the resident to a safe location that is appropriate for the
24.12 resident. The facility must identify that location prior to any appeal hearing;

24.13 (2) in the event of a termination of services, has an affirmative duty to ensure a
24.14 coordinated and orderly transfer of the resident to an appropriate service provider, if services
24.15 are still needed and desired by the resident. The facility must identify the provider prior to
24.16 any appeal hearing; and

24.17 (3) must consult and cooperate with the resident; the resident's legal representatives,
24.18 designated representative, and family members; any interested professionals, including case
24.19 managers; and applicable agencies to consider the resident's goals and make arrangements
24.20 to relocate the resident.

24.21 Subd. 2. **Safe location.** A safe location is not a private home where the occupant is
24.22 unwilling or unable to care for the resident, a homeless shelter, a hotel, or a motel. A facility
24.23 may not terminate a resident's housing or services if the resident will, as a result of the
24.24 termination, become homeless, as that term is defined in section 116L.361, subdivision 5,
24.25 or if an adequate and safe discharge location or adequate and needed service provider has
24.26 not been identified.

24.27 Subd. 3. **Written relocation plan required.** The facility must prepare a written relocation
24.28 plan for a resident being relocated. The plan must:

24.29 (1) contain all the necessary steps to be taken to reduce transfer trauma; and

24.30 (2) specify the measures needed until relocation that protect the resident and meet the
24.31 resident's health and safety needs.

25.1 Subd. 4. **No relocation without receiving setting accepting.** A facility may not relocate
25.2 the resident unless the place to which the resident will be relocated indicates acceptance of
25.3 the resident.

25.4 Subd. 5. **No termination of services without another provider.** If a resident continues
25.5 to need and desire the services provided by the facility, the facility may not terminate services
25.6 unless another service provider has indicated that it will provide those services.

25.7 Subd. 6. **Information that must be conveyed.** If a resident is relocated to another facility
25.8 or to a nursing home, or if care is transferred to another provider, the facility must timely
25.9 convey to that facility, nursing home, or provider:

25.10 (1) the resident's full name, date of birth, and insurance information;

25.11 (2) the name, telephone number, and address of the resident's designated representatives
25.12 and legal representatives, if any;

25.13 (3) the resident's current documented diagnoses that are relevant to the services being
25.14 provided;

25.15 (4) the resident's known allergies that are relevant to the services being provided;

25.16 (5) the name and telephone number of the resident's physician, if known, and the current
25.17 physician orders that are relevant to the services being provided;

25.18 (6) all medication administration records that are relevant to the services being provided;

25.19 (7) the most recent resident assessment, if relevant to the services being provided; and

25.20 (8) copies of health care directives, "do not resuscitate" orders, and any guardianship
25.21 orders or powers of attorney.

25.22 Subd. 7. **Final accounting; return of money and property.** (a) Within 30 days of the
25.23 effective date of the termination of housing or services, the facility must:

25.24 (1) provide to the resident, resident's legal representatives, and the resident's designated
25.25 representative a final statement of account;

25.26 (2) provide any refunds due;

25.27 (3) return any money, property, or valuables held in trust or custody by the facility; and

25.28 (4) as required under section 504B.178, refund the resident's security deposit unless it
25.29 is applied to the first month's charges.

26.1 **EFFECTIVE DATE.** (a) This section is effective August 1, 2019, and expires July 31,
26.2 2021, for housing with services establishments registered under section 144D.02 and
26.3 operating under title protection provided by and subject to chapter 144G.

26.4 (b) This section is effective for assisted living facilities August 1, 2021.

26.5 **Sec. 11. [144J.11] FORCED ARBITRATION.**

26.6 (a) An assisted living facility must affirmatively disclose, orally and conspicuously in
26.7 writing in an assisted living contract, any arbitration provision in the contract that precludes,
26.8 limits, or delays the ability of a resident from taking a civil action.

26.9 (b) A forced arbitration requirement must not include a choice of law or choice of venue
26.10 provision. Assisted living contracts must adhere to Minnesota law and any other applicable
26.11 federal or local law. Any civil actions by any litigant must be taken in Minnesota judicial
26.12 or administrative courts.

26.13 (c) A forced arbitration provision must not be unconscionable. All or the portion of a
26.14 forced arbitration provision found by a court to be unconscionable shall have no effect on
26.15 the remaining provisions, terms, or conditions of the contract.

26.16 **EFFECTIVE DATE.** This section is effective August 1, 2019, for contracts entered
26.17 into on or after that date.

26.18 **Sec. 12. [144J.12] VIOLATION OF RIGHTS.**

26.19 (a) A resident who meets the criteria under section 325F.71, subdivision 1, has a cause
26.20 of action under section 325F.71, subdivision 4, for the violation of section 144J.05,
26.21 subdivisions 12, 15, and 18, or section 144J.07.

26.22 (b) A resident who meets the criteria under section 325F.71, subdivision 1, has a cause
26.23 of action under section 325F.71, subdivision 4, for the violation of section 144J.06, unless
26.24 the resident otherwise has a cause of action under section 626.557, subdivision 17.

26.25 **EFFECTIVE DATE.** This section is effective August 1, 2021.

26.26 **Sec. 13. [144J.13] APPLICABILITY OF OTHER LAWS.**

26.27 Assisted living facilities:

26.28 (1) are subject to and must comply with chapter 504B;

26.29 (2) must comply with section 325F.72; and

26.30 (3) are not required to obtain a lodging license under chapter 157 and related rules.

27.1 **EFFECTIVE DATE.** This section is effective August 1, 2021.

27.2 Sec. 14. Minnesota Statutes 2018, section 325F.72, subdivision 4, is amended to read:

27.3 Subd. 4. **Remedy.** The attorney general may seek the remedies set forth in section 8.31
27.4 for repeated and intentional violations of this section. ~~However, no private right of action~~
27.5 ~~may be maintained as provided under section 8.31, subdivision 3a.~~

27.6 **ARTICLE 2**

27.7 **NURSING HOMES**

27.8 Section 1. **[144.6512] RETALIATION IN NURSING HOMES PROHIBITED.**

27.9 Subdivision 1. **Definitions.** For the purposes of this section:

27.10 (a) "Nursing home" means a facility licensed as a nursing home under chapter 144A.

27.11 (b) "Resident" means a person residing in a nursing home.

27.12 Subd. 2. **Retaliation prohibited.** A nursing home or agent of the nursing home may not
27.13 retaliate against a resident or employee if the resident, employee, or any person acting on
27.14 behalf of the resident:

27.15 (1) files a complaint or grievance, makes an inquiry, or asserts any right;

27.16 (2) indicates an intention to file a complaint or grievance, make an inquiry, or assert any
27.17 right;

27.18 (3) files or indicates an intention to file a maltreatment report, whether mandatory or
27.19 voluntary, under section 626.557;

27.20 (4) seeks assistance from or reports a reasonable suspicion of a crime or systemic
27.21 problems or concerns to the administrator or manager of the nursing home, the Office of
27.22 Ombudsman for Long-Term Care, a regulatory or other government agency, or a legal or
27.23 advocacy organization;

27.24 (5) advocates or seeks advocacy assistance for necessary or improved care or services
27.25 or enforcement of rights under this section or other law;

27.26 (6) takes or indicates an intention to take civil action;

27.27 (7) participates or indicates an intention to participate in any investigation or
27.28 administrative or judicial proceeding;

27.29 (8) contracts or indicates an intention to contract to receive services from a service
27.30 provider of the resident's choice other than the nursing home; or

28.1 (9) places or indicates an intention to place a camera or electronic monitoring device in
28.2 the resident's private space as provided under section 144J.05.

28.3 Subd. 3. **Retaliation against a resident.** For purposes of this section, to retaliate against
28.4 a resident includes but is not limited to any of the following actions taken or threatened by
28.5 a nursing home or an agent of the nursing home against a resident, or any person with a
28.6 familial, personal, legal, or professional relationship with the resident:

28.7 (1) the discharge, eviction, transfer, or termination of services;

28.8 (2) the imposition of discipline, punishment, or a sanction or penalty;

28.9 (3) any form of discrimination;

28.10 (4) restriction or prohibition of access:

28.11 (i) of the resident to the nursing home or visitors; or

28.12 (ii) to the resident by a family member or a person with a personal, legal, or professional
28.13 relationship with the resident;

28.14 (5) the imposition of involuntary seclusion or withholding food, care, or services;

28.15 (6) restriction of any of the rights granted to residents under state or federal law;

28.16 (7) restriction or reduction of access to or use of amenities, care, services, privileges, or
28.17 living arrangements;

28.18 (8) an arbitrary increase in charges or fees;

28.19 (9) removing, tampering with, or deprivation of technology, communication, or electronic
28.20 monitoring devices; or

28.21 (10) any oral or written communication of false information about a person advocating
28.22 on behalf of the resident.

28.23 Subd. 4. **Retaliation against an employee.** For purposes of this section, to retaliate
28.24 against an employee includes but is not limited to any of the following actions taken or
28.25 threatened by the nursing home or an agent of the nursing home against an employee:

28.26 (1) discharge or transfer;

28.27 (2) demotion or refusal to promote;

28.28 (3) reduction in compensation, benefits, or privileges;

28.29 (4) the unwarranted imposition of discipline, punishment, or a sanction or penalty; or

28.30 (5) any form of discrimination.

29.1 Subd. 5. **Rebuttable presumption of retaliation.** (a) Except as provided in paragraphs
 29.2 (b), (c), and (d), there is a rebuttable presumption that any action described in subdivision
 29.3 3 or 4 and taken within 90 days of an initial action described in subdivision 2 is retaliatory.

29.4 (b) The presumption does not apply to actions described in subdivision 3, clause (4), if
 29.5 a good faith report of maltreatment pursuant to section 626.557 is made by the nursing home
 29.6 or agent of the nursing home against the visitor, family member, or other person with a
 29.7 personal, legal, or professional relationship that is subject to the restriction or prohibition
 29.8 of access.

29.9 (c) The presumption does not apply to any oral or written communication described in
 29.10 subdivision 3, clause (10), that is associated with a good faith report of maltreatment pursuant
 29.11 to section 626.557 made by the nursing home or agent of the nursing home against the
 29.12 person advocating on behalf of the resident.

29.13 (d) The presumption does not apply to a termination of a contract of admission, as that
 29.14 term is defined under section 144.6501, subdivision 1, for a reason permitted under state
 29.15 or federal law.

29.16 Subd. 6. **Remedy.** A resident who meets the criteria under section 325F.71, subdivision
 29.17 1, has a cause of action under section 325F.71, subdivision 4, for the violation of this section,
 29.18 unless the resident otherwise has a cause of action under section 626.557, subdivision 17.

29.19 **EFFECTIVE DATE.** This section is effective August 1, 2019.

29.20 **ARTICLE 3**

29.21 **HOUSING WITH SERVICES ESTABLISHMENTS**

29.22 **Section 1. [144G.07] RETALIATION PROHIBITED.**

29.23 Subdivision 1. **Definitions.** For the purposes of this section and section 144G.08:

29.24 (1) "facility" means a housing with services establishment registered under section
 29.25 144D.02 and operating under title protection under this chapter; and

29.26 (2) "resident" means a resident of a facility.

29.27 Subd. 2. **Retaliation prohibited.** A facility or agent of the facility may not retaliate
 29.28 against a resident or employee if the resident, employee, or any person on behalf of the
 29.29 resident:

29.30 (1) files a complaint or grievance, makes an inquiry, or asserts any right;

30.1 (2) indicates an intention to file a complaint or grievance, make an inquiry, or assert any
30.2 right;

30.3 (3) files or indicates an intention to file a maltreatment report, whether mandatory or
30.4 voluntary, under section 626.557;

30.5 (4) seeks assistance from or reports a reasonable suspicion of a crime or systemic
30.6 problems or concerns to the administrator or manager of the facility, the Office of
30.7 Ombudsman for Long-Term Care, a regulatory or other government agency, or a legal or
30.8 advocacy organization;

30.9 (5) advocates or seeks advocacy assistance for necessary or improved care or services
30.10 or enforcement of rights under this section or other law;

30.11 (6) takes or indicates an intention to take civil action;

30.12 (7) participates or indicates an intention to participate in any investigation or
30.13 administrative or judicial proceeding;

30.14 (8) contracts or indicates an intention to contract to receive services from a service
30.15 provider of the resident's choice other than the facility; or

30.16 (9) places or indicates an intention to place a camera or electronic monitoring device in
30.17 the resident's private space as provided under section 144J.05.

30.18 Subd. 3. **Retaliation against a resident.** For purposes of this section, to retaliate against
30.19 a resident includes but is not limited to any of the following actions taken or threatened by
30.20 a facility or an agent of the facility against a resident, or any person with a familial, personal,
30.21 legal, or professional relationship with the resident:

30.22 (1) the discharge, eviction, transfer, or termination of services;

30.23 (2) the imposition of discipline, punishment, or a sanction or penalty;

30.24 (3) any form of discrimination;

30.25 (4) restriction or prohibition of access:

30.26 (i) of the resident to the facility or visitors; or

30.27 (ii) to the resident by a family member or a person with a personal, legal, or professional
30.28 relationship with the resident;

30.29 (5) the imposition of involuntary seclusion or withholding food, care, or services;

30.30 (6) restriction of any of the rights granted to residents under state or federal law;

31.1 (7) restriction or reduction of access to or use of amenities, care, services, privileges, or
31.2 living arrangements;

31.3 (8) an arbitrary increase in charges or fees;

31.4 (9) removing, tampering with, or deprivation of technology, communication, or electronic
31.5 monitoring devices; or

31.6 (10) any oral or written communication of false information about a person advocating
31.7 on behalf of the resident.

31.8 Subd. 4. **Retaliation against an employee.** For purposes of this section, to retaliate
31.9 against an employee includes but is not limited to any of the following actions taken or
31.10 threatened by the facility or an agent of the facility against an employee:

31.11 (1) discharge or transfer;

31.12 (2) demotion or refusal to promote;

31.13 (3) reduction in compensation, benefits, or privileges;

31.14 (4) the unwarranted imposition of discipline, punishment, or a sanction or penalty; or

31.15 (5) any form of discrimination.

31.16 Subd. 5. **Rebuttable presumption of retaliation.** (a) Except as provided in paragraphs
31.17 (b), (c), and (d), there is a rebuttable presumption that any action described in subdivision
31.18 3 or 4 and taken within 90 days of an initial action described in subdivision 2 is retaliatory.

31.19 (b) The presumption does not apply to actions described in subdivision 3, clause (4), if
31.20 a good faith report of maltreatment pursuant to section 626.557 is made by the facility or
31.21 agent of the facility against the visitor, family member, or other person with a personal,
31.22 legal, or professional relationship that is subject to the restriction or prohibition of access.

31.23 (c) The presumption does not apply to any oral or written communication described in
31.24 subdivision 3, clause (10), that is associated with a good faith report of maltreatment pursuant
31.25 to section 626.557 made by the facility or agent of the facility against the person advocating
31.26 on behalf of the resident.

31.27 (d) The presumption does not apply to a termination of a contract of admission, as that
31.28 term is defined under section 144.6501, subdivision 1, for a reason permitted under state
31.29 or federal law.

32.1 Subd. 6. **Remedy.** A resident who meets the criteria under section 325F.71, subdivision
 32.2 1, has a cause of action under section 325F.71, subdivision 4, for the violation of this section,
 32.3 unless the resident otherwise has a cause of action under section 626.557, subdivision 17.

32.4 **EFFECTIVE DATE.** This section is effective August 1, 2019, and expires July 31,
 32.5 2021.

32.6 **Sec. 2. [144G.08] DECEPTIVE MARKETING AND BUSINESS PRACTICES**
 32.7 **PROHIBITED.**

32.8 Subdivision 1. **Prohibitions.** (a) No employee or agent of any facility may make any
 32.9 false, fraudulent, deceptive, or misleading statements or representations or material omissions
 32.10 in marketing, advertising, or any other description or representation of care or services.

32.11 (b) No housing with services contract as required under section 144D.04, subdivision
 32.12 1, may include any provision that the facility knows or should know to be deceptive,
 32.13 unlawful, or unenforceable under state or federal law, nor include any provision that requires
 32.14 or implies a lesser standard of care or responsibility than is required by law.

32.15 (c) No facility may advertise or represent that the facility has a dementia care unit without
 32.16 complying with disclosure requirements under section 325F.72 and any training requirements
 32.17 required by law or rule.

32.18 Subd. 2. **Remedies.** (a) A violation of this section constitutes a violation of section
 32.19 325F.69, subdivision 1. The attorney general or a county attorney may enforce this section
 32.20 using the remedies in section 325F.70.

32.21 (b) A resident who meets the criteria under section 325F.71, subdivision 1, has a cause
 32.22 of action under section 325F.71, subdivision 4, for the violation this section, unless the
 32.23 resident otherwise has a cause of action under section 626.557, subdivision 17.

32.24 **EFFECTIVE DATE.** This section is effective August 1, 2019, and expires July 31,
 32.25 2021.

32.26 **ARTICLE 4**
 32.27 **INDEPENDENT SENIOR LIVING FACILITIES**

32.28 **Section 1. [144K.01] DEFINITIONS.**

32.29 Subdivision 1. **Applicability.** For the purposes of this chapter, the definitions in this
 32.30 section have the meanings given.

32.31 Subd. 2. **Commissioner.** "Commissioner" means the commissioner of health.

33.1 Subd. 3. **Dementia.** "Dementia" means the loss of intellectual function of sufficient
33.2 severity that interferes with an individual's daily functioning. Dementia affects an individual's
33.3 memory and ability to think, reason, speak, and move. Symptoms may also include changes
33.4 in personality, mood, and behavior. Irreversible dementias include but are not limited to:

33.5 (1) Alzheimer's disease;

33.6 (2) vascular dementia;

33.7 (3) Lewy body dementia;

33.8 (4) frontal-temporal lobe dementia;

33.9 (5) alcohol dementia;

33.10 (6) Huntington's disease; and

33.11 (7) Creutzfeldt-Jakob disease.

33.12 Subd. 4. **Designated representative.** "Designated representative" means a person
33.13 designated in writing by the resident in a residency and service contract and identified in
33.14 the resident's records on file with the independent senior living facility.

33.15 Subd. 5. **Facility.** "Facility" means an independent senior living facility.

33.16 Subd. 6. **Independent senior living facility.** "Independent senior living facility" means
33.17 a facility that:

33.18 (1) provides sleeping accommodations to one or more adults, at least 80 percent of which
33.19 are 55 years of age or older; and

33.20 (2) offers supportive services.

33.21 Subd. 7. **Manager.** "Manager" means a manager of an independent senior living facility.

33.22 Subd. 8. **Residency and services contract or contract.** "Residency and services contract"
33.23 or "contract" means the legal agreement between an independent senior living facility and
33.24 a resident for the provision of housing and supportive services.

33.25 Subd. 9. **Related supportive services provider.** "Related supportive services provider"
33.26 means a service provider that provides supportive services to a resident under a business
33.27 relationship or other affiliation with the independent senior living facility.

33.28 Subd. 10. **Resident.** "Resident" means a person residing in an independent senior living
33.29 facility.

33.30 Subd. 11. **Supportive services.** Supportive services" means:

34.1 (1) assistance with laundry, shopping, and household chores;

34.2 (2) housekeeping services;

34.3 (3) provision of meals or assistance with meals or food preparation;

34.4 (4) help with arranging, or arranging transportation to, medical, social, recreational,

34.5 personal, or social services appointments;

34.6 (5) provision of social or recreational services; or

34.7 (6) wellness check services.

34.8 Arranging for services does not include making referrals or contacting a service provider

34.9 in an emergency.

34.10 Subd. 12. **Wellness check services.** "Wellness check services" means having,

34.11 maintaining, and documenting a system to visually check on each resident a minimum of

34.12 once daily or more than once daily according to the residency and service contract.

34.13 **Sec. 2. [144K.02] AUTHORITY OF THE COMMISSIONER.**

34.14 Subdivision 1. **Investigations, correction orders, fines.** The commissioner of health

34.15 has the authority, upon receipt of a complaint by a resident, to:

34.16 (1) investigate violations of the residency and services contract; and

34.17 (2) issue correction orders and impose fines consistent with the commissioner's authority

34.18 under chapter 144A.

34.19 Subd. 2. **Compelling compliance.** The commissioner shall have standing to bring an

34.20 action for injunctive relief in the district court in the district in which a facility is located to

34.21 compel the independent senior living facility to comply with a correction order. Proceedings

34.22 for securing an injunction may be brought by the commissioner through the attorney general

34.23 or through the appropriate county attorney.

34.24 Subd. 3. **Other sanctions.** The sanctions in this section do not restrict the availability

34.25 of other sanctions.

34.26 **Sec. 3. [144K.03] RESIDENCY AND SERVICES CONTRACT.**

34.27 Subdivision 1. **Contract required.** (a) No independent senior living facility may operate

34.28 in this state unless a written contract that meets the requirements of subdivision 2 is executed

34.29 between the facility and each resident and unless the establishment operates in accordance

34.30 with the terms of the contract.

35.1 (b) The facility must give a complete copy of any signed contract and any addendums,
35.2 and all supporting documents and attachments, to the resident promptly after a contract and
35.3 any addendums have been signed by the resident.

35.4 (c) The contract must contain all the terms concerning the provision of housing and
35.5 supportive services, whether the services are provided directly or through a related supportive
35.6 services provider.

35.7 Subd. 2. **Contents of contract.** A residency and services contract must include at least
35.8 the following elements in itself or through supporting documents or attachments:

35.9 (1) the name, telephone number, and physical mailing address, which may not be a
35.10 public or private post office box, of:

35.11 (i) the facility and, where applicable, the related supportive services provider;

35.12 (ii) the managing agent of the facility, if applicable; and

35.13 (iii) at least one natural person who is authorized to accept service of process on behalf
35.14 of the facility;

35.15 (2) the term of the contract;

35.16 (3) a description of all the terms and conditions of the contract, including a description
35.17 of the services to be provided and any limitations to the services provided to the resident
35.18 for the contracted amount;

35.19 (4) a delineation of the cost and a description of any other services to be provided for
35.20 an additional fee;

35.21 (5) a delineation of the grounds under which the resident may be evicted or have services
35.22 terminated;

35.23 (6) billing and payment procedures and requirements;

35.24 (7) a statement regarding the ability of a resident to receive services from service
35.25 providers with whom the facility does not have a business relationship;

35.26 (8) a description of the facility's complaint resolution process available to residents,
35.27 including the name and contact information of the person representing the facility who is
35.28 designated to handle and resolve complaints;

35.29 (9) the toll-free complaint line for the Office of Ombudsman for Long-Term Care; and

35.30 (10) a statement regarding the availability of and contact information for long-term care
35.31 consultation services under section 256B.0911 in the county in which the facility is located.

36.1 Subd. 3. **Designation of representative.** (a) Before or at the time of execution of a
36.2 residency and services contract, every facility must offer the resident the opportunity to
36.3 identify a designated representative in writing in the contract and provide the following
36.4 verbatim notice on a document separate from the contract:

36.5 **RIGHT TO DESIGNATE A REPRESENTATIVE FOR CERTAIN PURPOSES.**

36.6 You have the right to name anyone as your "Designated Representative" to assist you
36.7 or, if you are unable, advocate on your behalf. A "Designated Representative" does not take
36.8 the place of your guardian, conservator, power of attorney ("attorney-in-fact"), or health
36.9 care power of attorney ("health care agent").

36.10 (b) The contract must contain a page or space for the name and contact information of
36.11 the designated representative and a box the resident must initial if the resident declines to
36.12 name a designated representative. Notwithstanding subdivision 5, the resident has the right
36.13 at any time to add or change the name and contact information of the designated
36.14 representative.

36.15 Subd. 4. **Contracts are consumer contracts.** A contract under this section is a consumer
36.16 contract under sections 325G.29 to 325G.37.

36.17 Subd. 5. **Additions and amendments to contract.** The resident must agree in writing
36.18 to any additions or amendments to the contract. Upon agreement between the resident or
36.19 resident's designated representative and the facility, a new contract or an addendum to the
36.20 existing contract must be executed and signed and provided to the resident and the resident's
36.21 legal representative.

36.22 Subd. 6. **Contracts in permanent files.** Residency and services contracts and related
36.23 documents executed by each resident must be maintained by the facility in files from the
36.24 date of execution until three years after the contract is terminated. The contracts must be
36.25 made available for on-site inspection by the commissioner upon request at any time.

36.26 Subd. 7. **Waivers of liability prohibited.** The contract must not include a waiver of
36.27 facility liability for the health and safety or personal property of a resident. The contract
36.28 must not include any provision that the facility knows or should know to be deceptive,
36.29 unlawful, or unenforceable under state or federal law, and must not include any provision
36.30 that requires or implies a lesser standard of responsibility than is required by law.

36.31 Sec. 4. **[144K.04] TERMINATION OF RESIDENCY AND SERVICES CONTRACT.**

36.32 Subdivision 1. **Notice required.** An independent senior living facility must provide at
36.33 least 30 days prior notice of a termination of the residency and services contract.

37.1 Subd. 2. Content of notice. The notice required under subdivision 1 must contain, at a
37.2 minimum:

37.3 (1) the effective date of termination of the contract;

37.4 (2) a detailed explanation of the basis for the termination;

37.5 (3) a list of known facilities in the immediate geographic area;

37.6 (4) information on how to contact the Office of Ombudsman for Long-Term Care and
37.7 the Ombudsman for Mental Health and Developmental Disabilities;

37.8 (6) a statement of any steps the resident can take to avoid termination;

37.9 (7) the name and contact information of a person employed by the facility with whom
37.10 the resident may discuss the notice of termination and, without extending the termination
37.11 notice period, an affirmative offer to meet with the resident and any person or persons of
37.12 the resident's choosing to discuss the termination;

37.13 (8) a statement that, with respect to the notice of termination, reasonable accommodation
37.14 is available for a resident with a disability; and

37.15 (9) an explanation that:

37.16 (i) the resident must vacate the apartment, along with all personal possessions, on or
37.17 before the effective date of termination;

37.18 (ii) failure to vacate the apartment by the date of termination may result in the filing of
37.19 an eviction action in court by the facility, and that the resident may present a defense, if
37.20 any, to the court at that time; and

37.21 (iii) the resident may seek legal counsel in connection with the notice of termination.

37.22 **Sec. 5. [144K.05] MANAGER REQUIREMENTS.**

37.23 (a) The manager of an independent senior living facility must obtain at least 30 hours
37.24 of continuing education every two years of employment as the manager in topics relevant
37.25 to the operations of the facility and the needs of its residents. Continuing education earned
37.26 to maintain a professional license, such as a nursing home administrator license, nursing
37.27 license, social worker license, or real estate license, may be used to satisfy this requirement.
37.28 The continuing education must include at least four hours of documented training on dementia
37.29 and related disorders, activities of daily living, problem solving with challenging behaviors,
37.30 and communication skills within 160 working hours of hire, and two hours of training on
37.31 these topics for each 12 months of employment thereafter.

38.1 (b) The facility must maintain records for at least three years demonstrating that the
38.2 manager has attended educational programs as required by this section. New managers may
38.3 satisfy the initial dementia training requirements by producing written proof of having
38.4 previously completed required training within the past 18 months.

38.5 **Sec. 6. [144K.06] FIRE PROTECTION AND PHYSICAL ENVIRONMENT.**

38.6 Subdivision 1. **Comprehensive fire protection system required.** Every independent
38.7 senior living facility must have a comprehensive fire protection system that includes:

38.8 (1) protection throughout the facility by an approved supervised automatic sprinkler
38.9 system according to building code requirements established in Minnesota Rules, part
38.10 1305.0903, or smoke detectors in each occupied room installed and maintained in accordance
38.11 with the National Fire Protection Association (NFPA) Standard 72;

38.12 (2) portable fire extinguishers installed and tested in accordance with the NFPA Standard
38.13 10; and

38.14 (3) the physical environment, including walls, floors, ceiling, all furnishings, grounds,
38.15 systems, and equipment kept in a continuous state of good repair and operation with regard
38.16 to the health, safety, comfort, and well-being of the residents in accordance with a
38.17 maintenance and repair program.

38.18 Subd. 2. **Fire drills.** Fire drills shall be conducted in accordance with the residential
38.19 board and care requirements in the Life Safety Code.

38.20 **Sec. 7. [144K.07] EMERGENCY PLANNING.**

38.21 Subdivision 1. **Requirements.** Each independent senior living facility must meet the
38.22 following requirements:

38.23 (1) have a written emergency disaster plan that contains a plan for evacuation, addresses
38.24 elements of sheltering in-place, identifies temporary relocation sites, and details staff
38.25 assignments in the event of a disaster or an emergency;

38.26 (2) post an emergency disaster plan prominently;

38.27 (3) provide building emergency exit diagrams to all residents upon signing a residency
38.28 and services contract;

38.29 (4) post emergency exit diagrams on each floor; and

38.30 (5) have a written policy and procedure regarding missing residents.

39.1 Subd. 2. **Emergency and disaster training.** Each independent senior living facility
 39.2 must provide emergency and disaster training to all staff during the initial staff orientation
 39.3 and annually thereafter and must make emergency and disaster training available to all
 39.4 residents annually. Staff who have not received emergency and disaster training are allowed
 39.5 to work only when trained staff are also working on site.

39.6 Sec. 8. [144K.08] OTHER LAWS.

39.7 An independent senior living facility must comply with chapter 504B and must obtain
 39.8 and maintain all other licenses, permits, registrations, or other governmental approvals
 39.9 required of it. No independent senior living facility shall be required to be licensed as a
 39.10 boarding establishment, food and beverage service establishment, hotel or motel, lodging
 39.11 establishment, or resort or restaurant as defined in section 157.15.

39.12 **EFFECTIVE DATE.** This section is effective August 1, 2021."

39.13 Page 42, line 22, delete ", basic care facilities,"

39.14 Page 42, delete line 29

39.15 Page 45, line 5, after the semicolon insert "or"

39.16 Page 45, line 7, delete "; or" and insert a period

39.17 Page 45, delete line 8

39.18 Page 45, lines 28 and 29, delete "and basic care facility"

39.19 Page 45, line 30, delete "or a basic care facility, whichever is applicable,"

39.20 Page 46, delete subdivision 10

39.21 Renumber the subdivisions in sequence

39.22 Page 50, line 24, delete "a basic care facility" and delete the second comma

39.23 Page 53, line 25, delete "or a" and insert a period

39.24 page 53, delete line 26

39.25 Page 54, line 6, delete "agreement" and insert "plan" and delete "agreement" and insert
 39.26 "plan" and delete "agreement" and insert "plan"

39.27 Page 55, line 2, delete "basic care facilities and"

39.28 Page 55, line 20, delete "BASIC CARE FACILITY AND"

39.29 Page 55, line 23, delete "a basic care facility or"

- 40.1 Page 55, line 26, delete "a basic care facility and an"
- 40.2 Page 55, delete lines 27 to 28
- 40.3 Page 55, line 29, delete "(c)" and insert "(b)"
- 40.4 Page 55, line 31, delete "(d)" and insert "(c)"
- 40.5 Page 56, line 15, delete "Basic care facilities and"
- 40.6 Page 57, line 29, delete "144I.26" and insert "144J.08"
- 40.7 Page 57, line 31, delete "144I.26, subdivision 5, paragraph (b)" and insert "144J.08,
- 40.8 subdivision 6, paragraph (b)"
- 40.9 Page 60, line 7, delete "a basic care facility or"
- 40.10 Page 60, line 25, delete "a basic care facility or"
- 40.11 Page 64, line 1, delete "BASIC CARE FACILITY AND"
- 40.12 Page 64, line 4, delete "basic care and"
- 40.13 Page 64, line 5, delete "144J.06" and insert "144J.02"
- 40.14 Page 64, line 29, delete "agreements" and insert "plans"
- 40.15 Page 66, line 23, delete "basic care and"
- 40.16 Page 69, line 4, delete "agreement" and insert "plan"
- 40.17 Page 70, line 21, delete "basic care and"
- 40.18 Page 73, line 16, delete "basic care and"
- 40.19 Page 73, line 17, delete "144I.21" and insert "144J.02"
- 40.20 Page 77, line 17, delete "Basic care and"
- 40.21 Page 77, lines 19 and 23, delete "144J.06" and insert "144J.02"
- 40.22 Page 78, line 31, delete "agreement" and insert "plan"
- 40.23 Page 79, line 8, delete "review or"
- 40.24 Page 79, line 10, delete "reviews, assessments," and insert "assessments" delete "(a) A
- 40.25 basic care facility shall"
- 40.26 Page 79, delete lines 11 to 14
- 40.27 Page 79, line 15, delete "(b)" and insert "(a)"
- 40.28 Page 79, line 17, delete "agreement" and insert "plan"

- 41.1 Page 79, line 24, delete "(c)" and insert "(b)"
- 41.2 Page 79, line 28, delete "(d)" and insert "(c)"
- 41.3 Page 79, line 29, delete "review or"
- 41.4 Page 80, line 1, delete "agreement" and insert "plan" and delete "agreement" and insert
- 41.5 "plan"
- 41.6 Page 80, lines 3 and 4, delete "agreement" and insert "plan"
- 41.7 Page 80, line 6, delete the second "agreement" and insert "plan"
- 41.8 Page 80, line 7, delete "review or"
- 41.9 Page 80, line 12, delete "agreement" and insert "plan" and delete "agreement" and insert
- 41.10 "plan"
- 41.11 Page 80, line 14, delete "agreement" and insert "plan"
- 41.12 Page 80, line 15, delete "agreement" and insert "plan"
- 41.13 Page 80, line 17, delete "review or"
- 41.14 Page 80, line 20, delete "reviews or"
- 41.15 Page 81, line 7, delete "agreement" and insert "plan"
- 41.16 Page 82, line 4, delete "(a) A basic care facility must"
- 41.17 Page 82, delete lines 5 and 6
- 41.18 Page 82, line 7, delete "(b)" and insert "(a)"
- 41.19 Page 82, line 11, delete "(c)" and insert "(b)"
- 41.20 Page 83, line 10, delete "Medication"
- 41.21 Page 83, delete line 11
- 41.22 Page 84, line 19, delete "agreement" and insert "plan"
- 41.23 Page 88, line 25, delete "agreement" and insert "plan"
- 41.24 Page 88, line 26, delete "agreement" and insert "plan"
- 41.25 Page 89, line 17, delete "Treatment"
- 41.26 Page 89, delete line 18
- 41.27 Page 89, line 31, delete "agreement" and insert "plan"
- 41.28 Page 91, line 9, delete "144J.06" and insert "144J.02"

42.1 Page 92, line 22, delete "agreements" and insert "plans"

42.2 Page 93, line 1, delete "basic care and"

42.3 Page 93, line 30, delete "basic care and" and delete "144J.06" and insert "144J.02"

42.4 Page 95, line 9, delete "basic care and" and delete "144J.06" and insert "144J.02"

42.5 Page 96, delete section 22 and insert:

42.6 "Sec. 22. [144I.21] TRAINING IN DEMENTIA CARE REQUIRED.

42.7 (a) Assisted living facilities and assisted living facilities with dementia care must meet
42.8 the following training requirements:

42.9 (1) supervisors of direct-care staff must have at least eight hours of initial training on
42.10 topics specified under paragraph (b) within 120 working hours of the employment start
42.11 date, and must have at least two hours of training on topics related to dementia care for each
42.12 12 months of employment thereafter;

42.13 (2) direct-care employees must have completed at least eight hours of initial training on
42.14 topics specified under paragraph (b) within 160 working hours of the employment start
42.15 date. Until this initial training is complete, an employee must not provide direct care unless
42.16 there is another employee on site who has completed the initial eight hours of training on
42.17 topics related to dementia care and who can act as a resource and assist if issues arise. A
42.18 trainer of the requirements under paragraph (b) or a supervisor meeting the requirements
42.19 in clause (1) must be available for consultation with the new employee until the training
42.20 requirement is complete. Direct-care employees must have at least two hours of training on
42.21 topics related to dementia for each 12 months of employment thereafter;

42.22 (3) staff who do not provide direct care, including maintenance, housekeeping, and food
42.23 service staff, must have at least four hours of initial training on topics specified under
42.24 paragraph (b) within 160 working hours of the employment start date, and must have at
42.25 least two hours of training on topics related to dementia care for each 12 months of
42.26 employment thereafter; and

42.27 (4) new employees may satisfy the initial training requirements by producing written
42.28 proof of previously completed required training within the past 18 months.

42.29 (b) Areas of required training include:

42.30 (1) an explanation of Alzheimer's disease and related disorders;

42.31 (2) assistance with activities of daily living;

- 43.1 (3) problem solving with challenging behaviors; and
- 43.2 (4) communication skills.
- 43.3 (c) The facility shall provide to consumers in written or electronic form a description of
- 43.4 the training program, the categories of employees trained, the frequency of training, and
- 43.5 the basic topics covered."
- 43.6 Page 98, lines 8, 11, 19, and 23, delete "basic care facility,"
- 43.7 Page 99, line 7, delete "basic care facility,"
- 43.8 Page 103, line 11, delete "basic care facilities," and delete the comma
- 43.9 Page 103, line 30, delete "basic care facility," and delete the comma
- 43.10 Page 104, line 13, delete "Basic care facilities and" and delete "be in" and insert "comply"
- 43.11 Page 104, line 14, delete "compliance"
- 43.12 Page 104, line 16, delete "Basic care facilities and"
- 43.13 Page 104, line 17, delete "basic care facilities and"
- 43.14 Page 104, line 28, delete "Basic care facilities and"
- 43.15 Page 104, line 29, delete "basic care facilities and"
- 43.16 Page 107, line 24, delete ", basic care facility,"
- 43.17 Page 109, line 15, delete "144I.26" and insert "144J.09"
- 43.18 Page 111, delete sections 27
- 43.19 Page 119, line 2, delete "144I.26, subdivision 7" and insert "144J.10, subdivisions 1 to
- 43.20 6"
- 43.21 Page 119, line 3, delete "144I.26, subdivision 8" and insert "144J.10, subdivision 7"
- 43.22 Page 119, line 17, delete "144I.26, subdivision 7" and insert "144J.10, subdivisions 1
- 43.23 to 6" and delete "144I.26," and insert "144J.10, subdivision 7,"
- 43.24 Page 119, line 18, delete "subdivision 8,"
- 43.25 Page 119, line 27, delete "144I.26, subdivision 7" and insert "144J.20, subdivisions 1
- 43.26 to 6"
- 43.27 Page 119, line 28, delete "144I.26, subdivision 8" and insert "144J.10, subdivision 7"
- 43.28 Page 120, lines 5 and 9, delete "144I.26" and insert "144J.08 or 144J.10"

- 44.1 Page 121, line 14, delete "basic care and"
- 44.2 Page 122, line 13, delete "basic care facility,"
- 44.3 Page 122, line 14, delete the comma
- 44.4 Page 122, line 29, after the period insert "The surveyor must provide presurvey
- 44.5 notification to the Office of Ombudsman for Long-Term Care."
- 44.6 Page 127, line 5, delete "basic care facility," and insert "an" and delete the second comma
- 44.7 Page 131, line 25, delete "agreement" and insert "plan"
- 44.8 Page 132, delete lines 4 to 6 and insert "disclosure requirements in this section, the
- 44.9 commissioner shall notify the residents, designated representatives, or emergency contact
- 44.10 persons about the actions being taken. Lead agencies, county adult protection and county
- 44.11 managers, and the Office of Ombudsman for Long-Term Care may also provide this
- 44.12 information."
- 44.13 Page 133, line 26, delete "a basic care facility license,"
- 44.14 Page 133, line 27, delete the first comma
- 44.15 Page 136, line 1, delete "basic care and"
- 44.16 Page 136, line 2, delete "144J.06" and insert "144J.02"
- 44.17 Page 137, after line 16, insert:
- 44.18 "(6) the ombudsman for long-term care or a designee;"
- 44.19 Page 137, line 17, delete "(6)" and insert "(7)"
- 44.20 Page 137, line 18, delete "(7)" and insert "(8)"
- 44.21 Page 137, line 19, after "who" insert "either"
- 44.22 Page 137, line 29, delete "basic care facilities and"
- 44.23 Page 138, line 27, delete "basic care facility," and delete the comma
- 44.24 Page 139, lines 4 and 6, delete "basic care facilities," and delete the third comma
- 44.25 Renumber the sections in sequence and correct the internal references
- 44.26 Amend the title accordingly