

Uniform Disclosure of Assisted Living Services and Amenities

Purpose

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

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

General Information

This information is current as of (MM/DD/YYYY): 01/08/2024

Name of Assisted Living: Rest Care Home Services, LLC

Unique building/unit descriptive (if applicable): _____

Physical Address: 2421 W 98th Steet, Bloomington, MN 55431

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

No additional buildings/units

Additional Building:

Unique building/unit descriptive (if applicable): _____

Physical Address (if different than above): _____

Additional Building:

Unique building/unit descriptive (if applicable): _____

Physical Address (if different than above): _____

Additional Building:

Unique building/unit descriptive (if applicable): _____

Physical Address (if different than above): _____

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

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

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

Availability of Unlicensed Staff (ULP); check one:

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

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

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

Number of unlicensed direct care staff typically scheduled per shift:

Day Shift: 8:00AM-4:00PM

Evening Shift: 4:00 PM-10:00PM

Night shift: 10:00PM-8:00AM

Payment Options

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

Payment Options for Housing Contract

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Payment Option	Accepted	Comments
Other; explain		

Payment Options for Services

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

Services and Amenities Available

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

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

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

Dementia Care Services Available

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Other; specify in comments		

Section 2: Medication Management

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

Medication Management Services Available

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Clinical monitoring of labs related to medications		
Anticoagulant medication management		
B-12 injections	X	
Nutritional supplement administration		
(IV) Intravenous management		
PICC lines (Peripherally Inserted Central Catheter)		
Injections; specify types or limits in comments (IM, SQ)		
Nebulizers	X	
Inhalers	X	
Ear drops	X	
Eye drops	X	
Topicals	X	
Patches	X	
Medication delivery via enteral (feeding) tube	X	
Pain pump management		
Medical cannabis administration (pill form) for certified patients	X	
Medical Cannabis storage for certified patients	X	
Cannabidiol oil administration for certified patients	X	

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Other; specify in comments		

Section 3: Treatments & Therapies

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

Treatments & Therapies Available

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Tracheostomy Care: suctioning assistance		
Pacemaker Checks		
Arrange for On-Site Dialysis		
Arrange for/set-up Off-Site Dialysis		
Peritoneal Dialysis (on-site)		
Compression stockings	X	
Lymphedema wraps		
Fall Prevention: balance assessments		
Fall Prevention: exercise programs		
Fall Prevention: strength training		
Integrative Health Services: acupuncture		
Integrative Health Services: aromatherapy		
Integrative Health Services: healing touch		
Integrative Health Services: massage		
Blood pressure checks	X	
Daily weight check	X	
Indwelling urinary catheter care; emptying and bag changes	X	
Indwelling urinary catheter replacement by nurse		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Straight (intermittent) catheter assistance		
Suprapubic catheter care		
Ostomy care	x	
Arrangements for and coordination with hospice care		
End-of-life palliative care		
Access to and training on use of automatic electronic defibrillators (AED)		
Training of and use of Cardiopulmonary Resuscitation (CPR)		
Other; specify in comments		

Section 4: Assistance with Activities of Daily Living

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

Assistance with Daily Living Activities Available

Service	Available	Comments
Dressing	x	
Bathing: shower	x	
Bathing: bathtub	x	
Oral hygiene	x	
Denture care	x	
Cueing/reminders for self-care	x	

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

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

Section 5: Mobility Support

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

Mobility Services Available

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Elevators		
Other; specify in comments		

Section 6: Security & Monitoring

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

Security and Monitoring Services

Service	Available	Comments
Every 15-minutes safety checks		
Every 30-minutes safety checks		
Hourly safety checks	x	
Every two-hours safety checks	x	
Daily safety checks	x	
Emergency call system; specify type in comments		
Non-emergency call system; specify type in comments		
Digital wander alert device on resident		
Wander alert system at facility exits		
Staff monitoring at facility exits; specify method in comments	x	
Visitor check-in/check-out at facility main entrance	x	
Bed alarms or movement sensing technology		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

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

Section 7: Dining and Nutrition

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

Dining and Nutrition Services

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

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Service	Available	Comments
Meal tray delivery and pick-up from resident's unit		
Meal preparation in resident's unit		
Thickened Liquids; specify limits in comments	x	
Modified Texture Diets; specify limits in comments		
Therapeutic Diets: cardiac		
Therapeutic Diets: diabetic or calorie controlled	x	
Therapeutic Diets: gluten-free		
Therapeutic Diets: high fiber		
Therapeutic Diets: low fat/low cholesterol		
Therapeutic Diets: low sodium	x	
Therapeutic Diets: no added salt	x	
Therapeutic Diets: renal diet		
Other special diets: kosher		
Other special diets: (vegetarian, vegan, etc.) specify in comments		
Dietitian or Nutritionist Services		
Carbohydrate intake/tracking		
Meal consumption tracking	x	
Other; specify in comments		

Section 8: Supportive Services

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

Supportive Services Available

Service	Available	Comments
Daily "I'm okay" checks service; specify procedure in comments	x	
Assistance with meals or food preparation	x	
Daily Social and Recreational Services	Required	
Housekeeping: bed making	x	
Housekeeping: defrost and clean refrigerator	x	
Housekeeping: dusting	x	
Housekeeping: organize closets and drawers	x	
Housekeeping: trash removal; specify frequency in comments	x	
Housekeeping: weekly general cleaning (clean floors, sinks, shower/tub, toilet, and vacuum)	x	
Housekeeping: other; specify in comments	x	
Laundry: linen (change bed, launder sheets, towels)	x	
Laundry: wash, dry, and fold clothing; specify loads per week in comments	x	
Laundry: other; specify in comments	x	
Schedule offsite social and recreational activities	x	
Schedule medical and social service appointments	x	
Assistance with arranging transportation for personal, social, and recreational activities	Required	

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

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

Section 9: Staffing

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

Staffing Available

Staffing	Available	Comments
One-to-One staffing available		
One-to-One staffing for special circumstances	x	
Overnight companion		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Staffing	Available	Comments
Registered Nurse: on-site "part time"	x	
Registered Nurse: on-site "full time"		
Licensed Practical Nurse: on site "part time"		
Licensed Practical Nurse: on-site "full time"		
Assisted Living Director: on-site "part time"	x	
Assisted Living Director: on site "full time"		
Advanced Practice Registered Nurse: on-site "part time"		
Advanced Practice Registered Nurse: on site "full time"		
Activities Director: Part Time	x	
Activities Director: Full Time		
Dietician/Nutritionist consultant available or can be arranged		
Physical Therapist available or can be arranged		
Respiratory Therapist available or can be arranged		
Occupational Therapist available or can be arranged		
Speech Language Pathologist available or can be arranged		
Social Worker available or can be arranged		
Other Licensed Professional available; specify type in comments		
Other; specify in comments		

Section 10: Amenities

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

Amenities Available

Amenity	Available	Comments
Accessible bathrooms; specify limits in comments		
Private units		
Semi-private units		
Studio/efficiency units		
One-bedroom units	x	Bedroom only in house
Two-bedroom units		
Kitchen/Kitchenettes in units		
Internet access	x	
Cable (television)	x	
Pets allowed		
Pet care; specify in comments		
Pool		
Whirlpool		
Exercise Room		
Library		
Activity Room		

UNIFORM DISCLOSURE OF ASSISTED LIVING SERVICES & AMENITIES

Garden/outdoor spaces		
Chapel		
Private entertaining space		
Communal Dining room	x	
Beauty/Barber Shop		
Parking available for residents		
Parking available for guests	x	
Guest accommodations		
Laundry Room accessible to Residents	x	
Washer-Dryer in units		
Central Air Conditioning		Window units
Fully sprinklered building		
Designated smoking area inside (not apartment space)		
Designated smoking area outside	x	
Other amenity; specify in comments		
Other amenity; specify in comments		

Additional Information

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

Residents may choose to obtain services from an outside service provider at their own cost. Residents may also obtain services from an outside service provider if the resident's assessed needs exceed the scope of services the facility can provide as agreed upon in the contract and are not included in the checklist. If this occurs and the resident is not able to obtain services from an outside service provider, then the facility may require the resident move to another facility or care setting that is able to meet the resident's needs. In the event this occurs, the facility will assist in a coordinated move of the resident to a safe and appropriate location.

Prospective Residents need to call the Senior LinkAge Line to discuss their housing options before signing a contract with a licensed assisted living facility. The Senior LinkAge Line is available Monday through Friday from 8am to 4:30pm at 1-800-333-2433.

You can get further information, at no cost, about advocacy or care options from:

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

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

Date (MM/DD/YYYY)

Individual or Legal/Designated Representative

Rest Care Home Services, LLC

RESIDENT CONTRACT FOR ASSISTED LIVING

Resident(s):

Effective Date: _____

Occupancy Date: _____

Room/Apartment No.: _____

Designated Representative*:
NAME _____
ADDRESS _____

PHONE/S _____
EMAIL _____

Legal Representative:
NAME _____
ADDRESS _____

PHONE/S _____
EMAIL _____

*If Resident declines to name a Designated Representative, Resident please initial here _____

Emergency Contact:
NAME _____
ADDRESS _____

PHONE/S _____

Term: Month-to-Month

Fees:

Initial Amount:

Monthly Base Fee (Rent & Included Services):

\$ 500.00

Second Resident:

\$ _____

Monthly Fee for Additional Services Selected by Resident(s):

\$ _____

Total Monthly Fees: \$ _____

Base Fee First Due (late fees may apply): _____, 20__

Additional Services Fees First Due (late fees may apply): _____, 20__

One-Time Fees (due on signing):

[_____:] \$ _____

[_____:] \$ _____

Total One-Time Fees: \$ _____

[Office Use:] **Date Initial Service Plan finalized and placed in Resident file:** _____/_____/_____

1. PARTIES TO THE AGREEMENT

This Resident Agreement (the “Agreement”) is a contract between the Resident(s) named on the first page of the Agreement and [Legal Name of AL Licensee]. Throughout this Agreement, the terms “we” and “our” refer to [Name of Licensee] and the terms “you”, “your” and “Resident” refer to the Resident(s) and the Designated Representative if one is named. You have the right to name anyone as your “Designated Representative.” A Designated Representative can assist you, receive certain information and notices about you, including some information related to your health care, and advocate on your behalf. A Designated Representative does not take the place of your guardian, conservator, power of attorney (“attorney-in-fact”), or health care power of attorney (“health care agent”), if applicable. If Resident has a legally appointed guardian or conservator or any other legally appointed representative (“Legal Representative”), Resident shall provide Management with a copy of any legal papers designating such a relationship prior to execution of this Agreement, and the guardian, conservator or other legally appointed representative shall execute this Agreement on behalf of the Resident.

This Agreement describes the terms on which we will provide you with housing and services at [Name of Community] (the “Community”). Please read it carefully. It contains important information about our responsibilities and obligations to you and your responsibilities and obligations to us and to other residents of the Community.

The Community is an equal opportunity provider of housing intended and operated for occupancy by persons aged 55 and over in compliance with the Fair Housing Act and its implementing regulations.

2. IMPORTANT CONTACT INFORMATION

<p>Facility: Rest Care Home Services, LLC 2421 W 98th Street Bloomington, MN 55431</p> <p>A person authorized to accept service of notices and orders:</p> <p>Frederick Varney 2421 W 98th Street Bloomington, MN 55431</p>	<p>Assisted Living Licensee: [Frederick Varney 2421 W 98th Street Bloomington, MN 55431 Tel: 612-327-0670</p> <p>HIFD No.: 37035 THIS FACILITY IS NOT LICENSED TO PROVIDE DEMENTIA CARE.</p>
<p>Managing Agent: Frederick Varney 2421 W 98th Street Bloomington, MN 55431 Tel: 612-327-0670</p>	

3. ACCOMMODATIONS

- A. **Apartment/Room.** Subject to the terms of this Agreement, you may occupy and use the apartment/room identified on the first page of the agreement.
- B. **Furnishings.** Your Apartment/Room will be furnished with:

- C. **Decorations.** You may furnish and decorate your Apartment/Room as please, however, you may not paint or wallpaper the Apartment/Room or install or use washers, dryers, dishwashers, waterbeds or make any other alterations or changes to the Apartment/Room without our prior written consent. Upon termination of the Agreement, at our discretion, you may be responsible for returning the Apartment to the condition it was in at the time of move in.
- D. **Keys.** Each Apartment/Room has a lockable door. We will furnish all keys for your Apartment/Room at the time you take occupancy. This will include one set per Resident in the Apartment/Room and, upon request, one set for your Designated Representative. You must return all Apartment/Room keys to the Community upon termination of this Agreement.

4. INCLUDED SERVICES

All the services listed on ATTACHMENT A are included in your Monthly Base Fee (“Included Services”).

5. ADDITIONAL SERVICES

In addition to the Included Services, certain other services are available at the Community for additional fees (“Additional Services”). Descriptions and pricing of Additional Services are included on ATTACHMENT A.

6. SERVICE PLAN

If you require health or supportive services beyond those included in the Monthly Base Fee, a written service plan will be established for you (see “Service Plan” and its Addenda). The Service Plan, as revised from time to time to remain consistent with periodic nursing assessments, is incorporated in and considered part of this Agreement. It is important that you understand that if your needs change over time while you reside at the Community such that you require additional health or supportive services from us, the amount you are required to pay each month will increase.

7. FEES

- A. **Monthly Fees.** On or before the _____ day of each month, you agree to pay the rent for your Apartment/Room plus the fee for Included Services (together, the “Monthly Base Fee”) and the fees for all Additional Services provided to you. If we do not receive your payment in our business office by the _____ day of the month in which it is due, we may assess a late charge of \$ _____. We may also assess a fee of \$ _____ for the return of any check(s) not paid by your bank for any reason. Late payment and returned check charges are service charges and not rent or interest. In the event any payment is more than 30 days overdue, we may charge interest at a rate not to exceed _____ percent per year or as

otherwise allowed by Minnesota law. We reserve the right to request any payment you owe before or after you move out of the Apartment/Room.

- B. **Monthly Bill.** We will provide you with a monthly bill showing charges for the Monthly Base Fee and the fees for any Additional Services we provide you. You agree to pay the entire billed amount. If you receive services from service providers who are not affiliated with us and do not have a contract with the Community, you understand that such services will not be included on your monthly bill from the Community and that you are solely responsible for making separate financial and billing arrangements with those providers.
- C. **Form of payment.** Please pay by personal check, cashier's check or money order payable to "[_____]." Cash and credit card payments will not be accepted.

8. TERM AND TERMINATION

- A. **Term.** This Agreement will be effective on a month-to-month basis and will automatically renew the first day of each month unless you or we terminate the Agreement as described below.
- B. **Termination When There Are Two Residents.** If two Residents occupy an Apartment/Room, a termination of this Agreement as to one resident does not affect its continuation and validity as to the other Resident.
- C. **Termination by Resident.** You have the right to terminate this Agreement by providing at least 30 days' advance written notice to the person identified in Section 2 of this Agreement as authorized to accept service of notices and orders on behalf of the Community. The effective date of the termination must be the last day of a calendar month. To be effective, notice must be received by the last day prior to the beginning of the 30-day notice period.

If you voluntarily terminate this Agreement for any reason (other than the ones described in the next paragraph) without giving 30 days' advance written notice, you must pay the Monthly Base Fee to the Community for the entire 30-day notice period. If you vacate your Apartment/Room, we are able to lease it to another resident, and the new resident moves in prior to the expiration of the 30-day notice period, we will refund to you a pro-rated amount based on the number of days the Apartment/Room is occupied during this period.

In the event of your death or admission to a health care facility offering a higher level of care than what we provide at the Community, we will adjust the notice period and this Agreement will terminate at the end of the month in which the death or admission occurs or when the Apartment/Room is vacated, whichever occurs later.

- D. **Termination by the Community.** We may terminate this Agreement by providing at least 30 days' advance written notice to you if you do not timely pay the fees owed to the Community or if you fail to comply with any other term or condition of this Agreement, and such failure continues after we provide you written notice of the failure. In certain cases, we may terminate this Agreement on an expedited basis by providing 15 days' advance written notice to you. Specifically, we may initiate an expedited termination in any of the following circumstances:
 - (1) You have engaged in conduct that substantially interferes with the rights, health or safety of other residents
 - (2) You have engaged in conduct that substantially and intentionally interferes with the safety or physical health of staff at the Community, or
 - (3) You have committed an illegal act listed in Minnesota Statutes Section 504B.171 that substantially interferes with the rights, health or safety of other residents.

In addition, we may initiate an expedited termination of services to you in any of the following circumstances:

- (1) You have engaged in conduct that substantially interferes with your own health or safety
- (2) Your assessed needs exceed the scope of services agreed upon in this Agreement or offered at the Community as disclosed on the Uniform Disclosure of Assisted Living Services and Amenities (UDALSA), Exhibit B
- (3) Extraordinary circumstances exist causing us to be unable to provide you with the services necessary to meet your needs, even though the services are disclosed on the UDALSA as available through the Community.

- E. **Resident's Right to Appeal Termination.** You have the right under Minnesota Statutes Section 144G.54 to appeal the termination of this Agreement on the grounds provided in the statute.
- F. **Procedure Upon Termination.** Upon termination of this Agreement, you agree to vacate the Apartment/Room no later than the last day on which this Agreement is effective. You must leave the Apartment/Room in as good a state or condition as it was in at the commencement of this Agreement, reasonable wear and tear excepted. If we previously gave you permission to make alterations to the Apartment/Room, you agree to restore the Apartment/Room to its original condition at your expense in a manner approved by the Community administration. In the event you vacate the Apartment/Room prior to termination of this Agreement, you will be responsible for paying the Monthly Base Fee for the remainder of the month in which you vacate the Apartment/Room, as well as through the 30-day notice period discussed above.
- G. **Abandonment of Personal Property.** If, after this Agreement is terminated, you fail to remove your personal property from the Apartment/Room, you agree to continue paying the pro-rated portion of the Monthly Base Fee until such time as your personal property has been removed. We have sole discretion over whether to remove your abandoned personal property from the Apartment/Room and store it elsewhere, and we reserve the right to sell or otherwise dispose of abandoned personal property as permitted by law. If we choose to do so, you agree to pay us for any costs we incur in storing and/or disposing of your abandoned personal property.

9. NONRENEWAL OF AGREEMENT

In addition to our right to terminate this Agreement or the services provided under this Agreement as described in Section 8, above, we may elect not to renew the Agreement by providing you with at least 60 days' advance written notice of our intent not to renew and assistance with relocation planning as described in Minnesota Statutes Section 144G.53.

10. EMERGENCY RELOCATION

We may remove you from the Community in an emergency if doing so is necessary to meet your urgent medical needs or if you pose an imminent risk to the health or safety of another resident or Community staff member. An emergency relocation is not a termination of this Agreement.

11. TRANSFERS WITHIN THE COMMUNITY

In some circumstances, we may ask you or require you to relocate your Apartment/Room to another unit within the Community. This Section explains those circumstances and when you have the right to consent to such a transfer.

- A. **When a Transfer May be Requested or Required.** You may be asked to or required to transfer to another unit within the Community due to:
- (1) Conditions that have made your Apartment uninhabitable
 - (2) Your urgent medical needs
 - (3) A risk to the health or safety of another resident
 - (4) The curtailment of or reduction in services provided through the Community
 - (5) A capital improvement project at the Community
 - (6) A change in how you pay for housing and services at the Community from private pay to Home and Community Based Services (HCBS) waiver programs.
- B. **Notice of Proposed Transfer.** We will give you at least 30 days' advance written notice if we propose to transfer you to a different unit within the Community except in the following circumstances when such notice may be shorter:
- (1) Your Apartment/Room has become uninhabitable
 - (2) The transfer is necessary due to your urgent medical needs, or
 - (3) The transfer is necessary due to risk to the health or safety of another resident.
- C. **Consent to Transfer.** We must obtain your consent to a transfer unless:
- (1) Your Apartment/Room has become uninhabitable or
 - (2) The Community is undergoing a change in operations (i.e., a curtailment or reduction in services or a capital improvement project.)

12. RESIDENCY REQUIREMENTS

You must meet the following requirements to be a resident of the Community:

- You must be able to live within the terms of this Agreement, either independently or with the assistance of supportive and/or health-related services.
- The staffing level required for your care cannot compromise or require changes to the overall staffing level at the Community.
- Your conduct while residing at the Community cannot create a danger to you, other residents, visitors, volunteers or staff.

Failure to meet any one or more of the above requirements is a default under this Agreement. Upon receipt of notice of default, you agree to obtain additional services or assistance as needed to meet the Community's residency requirements.

If you become incapacitated and you do not have a legal representative, you hereby grant authority to the Community to apply to a court of competent jurisdiction for the appointment of a conservator or guardian to act on your behalf.

13. OCCUPANCY AND USE OF THE APARTMENT/ROOM

- A. **Occupancy and Use.** Only the person(s) listed as Resident on the first page of this Agreement may live in the Apartment/Room. You may use the Apartment/Room and utilities for residential purposes only.
- B. **Qualified Additional Occupant.** If, at any time after this Agreement is executed by the Resident, Resident desires to have a second otherwise qualified person move into the

Apartment/Room with Resident, such person shall be entitled to do so only after first, executing and delivering to us a new Resident Agreement signed by all who will occupy the Apartment/Room and second, satisfying all pre-occupancy requirements contained in the new Resident Agreement

- C. **Subletting.** You may not sublease the Apartment/Room.
- D. **Visitors.** You are free to receive visitors at times of your choosing. The Community does not have restricted visiting hours. You are responsible for the behavior of your guests while at the Community. All visitors are expected to follow the Community's visitor policies.
- E. **Right of Entry.** We reserve the right to enter your Apartment/Room for the purpose of providing the Included Services and any Additional Services you request; for maintenance and periodic inspections; for health, safety or security reasons; or for any other reason permitted by Minnesota law. We will attempt to provide you with reasonable notice prior to entering your Apartment/Room for unscheduled service.

14. RESIDENT'S USE OF THE FACILITIES

While you are a Resident of the Community, you agree:

- A. Not to damage or misuse the Apartment/Room or common areas, or to waste the utilities provided by the Community or to allow your guest(s) to do so
- B. Not to make any alterations or additions or remove any fixtures or to paint the Apartment/Room without the written consent of the Community
- C. To keep the Apartment/Room clean and tidy
- D. Not to disturb the rights of the other residents to peace and quiet or allow your guest(s) to do so
- E. Not to interfere with the conduct of the Community's management or staff in the performance of their duties
- F. To provide the Community with timely written notice of the need for any repairs to the Apartment/Room or common areas
- G. To immediately notify the Community of any conditions in the Apartment/Room or common areas that are dangerous to human health or safety, or which may damage the Apartment/Room or common areas, or waste utilities provided by the Community
- H. To use the Apartment/Room only as a private residence and not in any way that is unlawful or dangerous or which would cause a cancellation, a restriction or increase of the Community's insurance premium
- I. Not to use or store in the Apartment/Room or elsewhere on the Community's premises any flammable or explosive substance
- J. Not to smoke in the Apartment/Room, common areas or elsewhere on the Community's premises unless otherwise designated by the Community and not engage in smoking conduct that endangers people or property, even in designated areas

- K. Not to make any copies of key to the Apartment/Room
- L. Not to install or change locks in the Apartment/Room
- M. To notify the Community promptly of any known or suspected pest infestation, to cooperate at all times with the Community's efforts at pest control and to refrain from treating pests except at the direction of the Community
- N. To maintain at all times any vehicles that are parked on the Community property in good working order and in an operable status, including proper license, insurance and registration, and
- O. To pay the Community for any loss or damage to the Apartment/Room, building or grounds caused by you or your guests, normal wear and tear excepted.

15. OUR RESPONSIBILITIES FOR THE FACILITIES

We promise:

- A. That the Apartment/Room and all common areas are fit for use as residential premises
- B. To keep the Apartment/Room and all common areas in reasonable repair during the term of the Agreement, except when the disrepair has been caused by the willful or negligent conduct of you or your guests
- C. To maintain the Apartment/Room and all common areas in compliance with the applicable health and safety laws, except when violation of the health and safety laws has been caused by the willful or negligent conduct of you or your guests
- D. To maintain the common areas in a state of repair and cleanliness
- E. To make repairs to the Apartment/Room as necessary
- F. To maintain a record related to your tenancy and receipt of services and not to disclose any information regarding you without your written permission or that of your legal representative, except that such information may be disclosed as required by state or federal law, and
- G. If you pay all fees when due and perform your obligations under this Agreement, you shall peacefully and quietly have and occupy the Apartment/Room for the agreed term of this Agreement.

16. RESIDENT POLICIES, RULES AND REGULATIONS

By signing this Agreement, you agree to abide by and comply with all of the Community's policies, rules and regulations which have been provided to you. The Community reserves the right to adopt, amend and discontinue policies, rules and regulations. The Community will provide you with written notice of all such changes.

17. COMPLAINT PROCEDURE

You are encouraged to promptly bring any concerns or complaints to our attention by using the complaint process described on “Notice to Clients on Complaint Process.”

18. ASSISTED LIVING RESIDENT BILL OF RIGHTS

You have all of the rights described in the Assisted Living Bill of Rights attached as Exhibit E.

19. STATEMENT REGARDING SERVICES FROM OTHER PROVIDERS

You are free to make arrangements for services with the providers of your choice, regardless of whether the Community has an arrangement with the desired providers. You are responsible for negotiating and paying for those services. Outside service providers are required to comply with the Community’s visitor registration, policies and procedures when providing services at the Community.

20. STATEMENTS RELATED TO PUBLIC ASSISTANCE PROGRAMS

You may be eligible to benefit from certain public assistance programs to assist in the payment of the Monthly Base Fee and/or other fees or charges. You are responsible for applying for these programs and for payment in full to us of amounts you owe pursuant to this Agreement, whether initial payments or fees billed on a monthly basis. Note that medical assistance waivers may provide payment for certain Assisted Living Services but do not cover the cost of rent; you may be eligible for assistance with rent through the housing support program. The Community does not determine your eligibility for or acceptance into any public assistance program.

The Community does not require that residents pay privately for any specified period of time before becoming eligible to pay with public assistance funds. The Community does not limit the number of people it is able to support using public funds.

21. NOTICE OF AVAILABILITY OF ADVOCACY AND LEGAL SERVICES

<p>Office of Ombudsman for Long-Term Care P.O. Box 64971 St. Paul, MN 55164-0971 Tel: 651-431-2555 or 1-800-657-3591 TDD/TTY call 711 Email: mba.ooltc@state.mn.us</p>	<p>Ombudsman for Mental Health and Developmental Disabilities 121 7th Place East Suite 420 Metro Square Building St. Paul, MN 55101-2117 Tel: 651-757-1800 or 1-800-657-3506 TDD/TTY call 711 Fax: 651-797-1950 Email: ombudsman.mhdd@state.mn.us</p>
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<p>Office of Health Facility Complaints <i>For questions about complaints:</i> 651-201-4200 or 1-800-369-7994 <i>For all other OHFC inquiries:</i> 651-201-4201</p>	<p>Minnesota Adult Abuse Reporting Center Toll-free: 1-844-880-1574</p>
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22. LONG-TERM CARE CONSULTATION SERVICES

Long-term care options counseling is a free service delivered through a partnership between each Minnesota county and the Area Agencies on Aging. For more information and to get started, you or your designated or legal representative must call the Senior LinkAge Line toll-free at 1-800-333-2433.

23. STATEMENT REGARDING ATTORNEY GENERAL RESOURCES

For information about your rights and responsibilities as a tenant under Minnesota law, you may access a copy of *Landlords and Tenants' Right and Responsibilities*, a publication of the Minnesota Attorney General's Office, through the Attorney General's website (www.ag.state.mn.us) or by calling one of the following numbers: (651) 296-3353 (Twin Cities Calling Area), (800) 657-3787 (Outside the Twin Cities), or through Minnesota Relay Service at (800) 627-3529.

24. MISCELLANEOUS PROVISIONS

- A. **Amendments and Modifications.** This Agreement may be amended or modified in writing executed by all parties. We may change any of the fees described in this Agreement upon thirty (30) days' prior written notice to you. We will provide at least ten (10) days' prior written notice to you of other changes to the Agreement. We also reserve the right to make amendments without providing advance written notice if required for the safety or residents, staff, or others, or the integrity of the facilities, in which case we will provide you with as much advance notice as reasonably possible.
- B. **Notices.** You agree that notices and demands delivered by us to your Apartment/Room are proper notice to you; in the alternative, or in addition, you may request that notices and demands be mailed to such other address as you provide to us in writing. Unless otherwise specified in this Agreement, notices are effective as of the date of delivery or, if mailed, as of the date of postmark.
- C. **Acknowledgment of Receipt of Notices.** By signing this Agreement, you are acknowledging receipt of:
 - Attachment A – Fee Schedule
 - Uniform Disclosure of Assisted Living Services and Amenities
 - Service Plan and Addenda
 - Complaint Process forms
 - Assisted Living Bill of Rights

[Signature Page follows]

The parties named below have executed this Agreement as of the date indicated.

[AL LICENSEE]

RESIDENT(S)

By: _____

(Printed Name)

Its: _____

(Signature)

Date: _____

(Date)

(Printed Name)

(Signature)

(Date)

RESIDENT'S LEGAL REPRESENTATIVE*

RESIDENT'S DESIGNATED REPRESENTATIVE

(Printed Name)

(Printed Name)

(Signature)

(Signature)

(Date)

(Date)

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

(Phone)

(Phone)

****Keep documents related to appointment in Resident's file (POA, Health Care POA, etc.)***

ATTACHMENT A
FEE SCHEDULE – ASSISTED LIVING FACILITY

This Assisted Living Facility offers all of the following (included in the Month Base Fee):

- At least three meals daily with snacks available seven (7) days per week
- Weekly housekeeping
- Weekly laundry service
- Upon request of the Resident, assist with arranging for transportation to medical and social service appointments, shopping and other recreation and will identify the person(s) responsible for providing this assistance
- Upon request of the Resident, assist with assessing community resources and social services available in the community and will identify the person(s) responsible for providing this assistance
- A daily program of social and recreational activities that are based on individual and group interests, physical, mental, and psychosocial needs, and that creates opportunities for active participation in the community at large; these programs will be culturally sensitive

Additional Services:

Cost per Month

ATTACHMENT A
FEE SCHEDULE – ASSISTED LIVING FACILITY WITH DEMENTIA CARE

This Assisted Living Facility offers all of the following (included in the Month Base Fee):

- At least three meals daily with snacks available seven (7) days per week
- Weekly housekeeping
- Weekly laundry service
- Upon request of the Resident, assist with arranging for transportation to medical and social service appointments, shopping and other recreation and will identify the person(s) responsible for providing this assistance
- Upon request of the Resident, assist with assessing community resources and social services available in the community and will identify the person(s) responsible for providing this assistance
- A daily program of social and recreational activities that are based on individual and group interests, physical, mental, and psychosocial needs, and that creates opportunities for active participation in the community at large; these programs will be culturally sensitive

- Assistance with activities of daily living that address the needs of each Resident with dementia due to cognitive or physical limitations; services will be provided in a person-centered manner that promotes Resident choice and dignity and sustains the Resident's abilities
- Nonpharmacological practices that are person-centered and evidence-informed
- Services to prepare and educate persons living with dementia and their legal and designated representatives about transitions in care and ensuring complete, timely communication between, across and within settings
- Services that provide Resident with choices for meaningful engagement with other facility residents and the broader community
- A selection of daily structured and non-structured activities which are included on the Resident's Service or Care Plan as appropriate

Additional Services:

Cost per Month

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____