

Resident Contract
Lincoln Lane Villa Assisted Living

MDH License Number 402608

503 E. Lincoln St., Hendricks, MN 56136

Telephone (507)275-3134 Fax (507)275-2242

Lincoln Lane Villa is licensed with the Minnesota Department of Health as an Assisted Living **without Dementia Care**. Lincoln Lane Villa is an equal opportunity provider.

Resident(s): _____ Apartment Number: _____

_____ Effective Date: _____

Occupancy Date: _____

Term: Month to Month

Fees:

Initial Amount:

Monthly Base Fee (Rent & Included Services): \$ _____

Second Resident: \$ _____

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

Garage: \$ _____

Total Monthly Fees: \$ _____

Reservation Fee/Security Deposit:

\$ _____ Date: _____

\$ _____ Date: _____

First Month's Rent Due: _____, 20____

Services Fee First Due: _____, 20____

Payment shall be made to the Hendricks Community Hospital Association business office in the form of cash, check or credit card by the 1th day of each month. Arrangements for automatic payment or account withdrawal can be made at the business office. Any account not paid in full by the 5th day of each month will be assessed a \$10.00 per day late fee going back to the 1st day of the month.

Contact Information:

Licensed Provider's Address:

Hendricks Community Hospital Assn. & Retirement Home
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136
507-275-3134

Owner:

Lincoln Lane Villa
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136
507-275-3134

Owner:

Hendricks Community Hospital Assn. & Retirement Home
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136
507-275-3134

Licensed Assisted Living Director ("LALD")

Jeffrey Gollaher, LALD
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136

Authorized Agent(s) to Accept Service on Behalf of the Provider:

Jeffrey Gollaher, CEO & LALD
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136

Pam VanOverbeke, Clinical Nurse Supervisor
503 E. Lincoln St, PO Box 106
Hendricks, MN 56136

Accommodations:

Apartment: Subject to the terms of the Agreement, you may occupy and use the apartment identified on the first page of this Contract Agreement

Furnishings: Apartments are unfurnished. You may furnish your apartment as you please. If window coverings were left by the previous tenant you are free to use them. If window coverings need to be purchased, it is up to the resident to purchase and install said coverings.

Decorations: You are free to decorate your apartment as you please.

Alterations: Any physical alterations, i.e. painting, change of fixtures, need to be approved by the management prior to completion. Any alterations will need to be put back to the original condition in which the apartment was found at the time of rental.

Keys: Each apartment has a lockable door. We will furnish one key per resident for your apartment door at the time of lease signing. One mail box key will be provided per apartment. All keys must be returned to management at termination of this agreement.

Resident Contract for Assisted Living

1. **THIS IS A CONTRACT.** This Contract is dated _____. It is a legal agreement between the Resident and Lincoln Lane Villa. The Resident is encouraged to give careful attention to the contract, attachments and the Resident Handbook as all contain important information about living at Lincoln Lane Villa.
2. **Lincoln Lane Villa, Assisted Living License Number 402608**, is located at 503 East Lincoln Street, Hendricks, Minnesota, 56136. The telephone number is (507)275-3134 and the fax number is (507)275-2242.
3. The owner of Lincoln Lane Villa is Hendricks Community Hospital Association, a Minnesota non-profit corporation. The Licensed Assisted Living Director (LALD) of this corporation is authorized to accept service on behalf of the Hendricks Community Hospital Association. The LALD's office is located on the campus of the Hendricks Community Hospital located at 503 East Lincoln Street, Hendricks, Minnesota. The telephone number is (507)275-3134; the fax number is (507)275-2242.
4. Lincoln Lane Villa is owned by the Hendricks Community Hospital Association located at 503 East Lincoln Street in Hendricks, Minnesota, 56136. The Lincoln Lane Villa Clinical Nurse Supervisor is authorized to accept service on behalf of the Hendricks Community Hospital. The supervisor's office is located on the campus of the Hendricks Community Hospital. The telephone number is (507)275-3134; the fax number is (507)275-2242.
5. Lincoln Lane Villa is licensed with the Minnesota Department of Health as an Assisted Living **without Dementia Care**. Lincoln Lane Villa provides Assisted Living Services through arrangement with the Hendricks Community Hospital Assn. & Retirement Home, Comprehensive Home Care.
6. Office for the Comprehensive Home Care of the Hendricks Community Hospital Assn. & Retirement Home is located at 503 East Lincoln Street, Hendricks Minnesota 56136 which is housed within and owned by the Hendricks Community Hospital Association. The telephone number is (507)275-2210. The fax number is (507)275-2520.
7. In addition to housing, Lincoln Lane Villa provides Assisted Living Supportive Services to include:
 - Daily Safety Checks
 - "I'm Okay" eyes on check by Unlicensed Personnel
 - 24/7 Available Awake Staff that can communicate and recognize the need for assistance to provide help or summon appropriate assistance.
 - Unlicensed Personnel will be present at Lincoln Lane Villa Monday through Friday from 7:30 a.m. to 8:00 p.m.
 - Unlicensed Personnel will be present at Lincoln Lane Villa weekends and holidays from 7:30 a.m. to 10:00 a.m. and 4:00 p.m. to 8:00 p.m.
 - Staffing available from attached acute care located steps away when needed by utilizing call system or telephoning when Unlicensed Personnel are not present at Lincoln Lane Villa

- Call System
 - Pull cord access in Master bedroom and bathroom alerts staff at Hendricks Community Hospital
 - Call system via pendent/wrist band to staff
 - Campus surveillance 24/7
- Three Meals Daily, plus snacks anytime
 - Breakfast delivered to apartment
 - Lunch available in common dining room or delivery to apartment
 - Dinner available in common dining room or delivery to apartment
 - Meal tray delivery and pick-up available
 - Physician ordered therapeutic diets
 - Diabetic
 - Gluten-free
 - Low sodium
 - No added salt
 - Low fat/low cholesterol
- Daily Social and Recreational Activities
- Weekly Housekeeping
 - Bed making/linen change
 - Wash/vacuum floors
 - Dusting
 - Clean bathroom
 - Clean kitchen
 - Garbage removal
- Weekly Laundry Service
 - Laundry Room located in south wing for desired self-use
- Assistance with arranging transportation
- Assistance accessing community resources and social services
- On-site Spiritual/Religious services
- Basic Cable Television
- Internet Access in common areas
- Common areas for all Resident Use
 - Dining Room
 - Living Area
 - Laundry Room
- Under One Roof
 - Chapel
 - Beauty Shop
 - Clinic/Hospital/Out-patient services
- Parking outside for residents and guests with 8 available garages for rent on a first come/first-served basis

8. **Staffing.** A schedule will be posted outside the Office at Lincoln Lane Villa indicating scheduled staff. Staffing will be as follows:
- Unlicensed Personnel will be present Monday through Friday from 7:30 a.m. to 8:00 p.m. Monday through Friday.
 - Weekends and holidays an unlicensed personnel will be scheduled from 7:30 a.m. to 10:00 a.m. and 4:00 p.m. to 8:00 p.m.
 - From 8:00 p.m. to 7:30 a.m. and 10:00 a.m. to 4:00 p.m. on weekends and holidays, staffing will be covered by professional nursing staff located steps away at the attached Acute Care
 - Staff will be notified of resident needs by use of a pull-cord located in the bedroom or bathroom of each apartment or by pushing their pendant.
 - On-call staff of the Hendricks Community Hospital Home Care Agency is available 24 hours/day.
9. **Review of Resident Needs and Preferences.** All assisted living residents will have an initial review of needs and preferences completed within 30 days of start of service. Resident monitoring and review will occur as needed and at least every 60 days.
10. **Assessment of Needs.** Lincoln Lane Villa is an Assisted Living facility. Health-related services are provided under Comprehensive Home Care licensure through Hendricks Community Hospital Assn & Retirement Home. Assessment of Needs will be completed prior to signing this Contract. Based upon the results of this Assessment of Needs, each resident candidate will be offered a Service Level provided by the home care that will allow for the necessary services. (See number 11, Service Plan) If the resident candidate is independent and has no needs, no level will be assigned. If the resident candidate refuses an assessment, no health related services can be provided. If the resident candidate requires services beyond what can be offered, each resident candidate has the opportunity to hire privately an individual or agency to meet the needs. If said resident candidate is not able to have needs met by the Home Care Agency of the Hendricks Community Hospital Assn & Retirement Home or alternative means, the Contract will not be signed nor residency permitted. These services include, but are not limited to;
- Assessment of Physical and Cognitive Needs by a Registered Nurse prior to signing this contract and not less than every 60 days during the term of this agreement. Additional assessments are required if a resident has a significant health event that effects or is likely to affect their required services, or if Lincoln Lane Villa staff reasonably conclude an additional assessment is necessary based on observations of a resident or resident's behavior.
 - Delegation of Health Care Activities to Unlicensed Personnel
 - Teaching, supervision and evaluation required by Registered Nurse
 - Staff access to an on-call Registered Nurse
 - Medication Management
 - Treatments and Therapies
 - Assistance with Activities of Daily Living

- 11. Service Plan.** A service plan issued by the contracted home care agency, Hendricks Community Hospital Assn & Retirement Home, summarizing the costs that will be incurred for the services provided each month. The Service Plan is broken down into Levels of Care based upon time needed by the resident each month to complete services by the unlicensed personnel and the licensed nursing staff of the home care agency. This Service Plan is developed by the Registered Nurse completing the Assessment of Needs. The Service Plan will also be signed with any revision necessary and annually with rate adjustments. **The original Service Plan, along with any Revisions in Service Plans will be maintained in the resident home care chart with a copy made for the resident.**
- 12. Services Provided.** Lincoln Lane Villa Assisted Living is offered to residents with higher functioning ability. The following is an exclusive list of services provided at Lincoln Lane Villa via contracted Home Care Agency of Hendricks Community Hospital Assn & Retirement Home.
- Medication Management
 - Verbal or visual reminders to take regularly scheduled medications between 7:30 a.m. and 8:00 p.m.
 - Nurse communication with physicians and pharmacy about ordering or refill requests
 - Medication administration by licensed nurses
 - Medication administration by unlicensed personnel that is exclusively otic, ophthalmic, topical, rectal and vaginal medications between 7:30 a.m. and 8:00 p.m.
 - Delivery of medication to resident previously set up by licensed nurse
 - Medication set up by licensed nurse for resident to self-administer
 - Delivery of food or liquid to resident if required to take medication between 7:30 a.m. and 8:00 p.m.
 - Central storage of medications
 - Diabetic insulin pen dosing
 - Anticoagulant medication management with medication set-up and changes with physician ordered dose changes
 - Assistance between 7:30 a.m. and 8:00 p.m. with;
 - Nebulizers
 - Inhalers
 - Ear drops
 - Eye drops
 - Topical creams, ointments and lotions
 - Transdermal patches
 - Treatments and Therapies
 - Verbal or visual reminders for residents to perform scheduled treatments or exercises
 - Basic wound care delegated by licensed nurses
 - Diabetic blood glucose monitoring morning and evenings
 - Diabetic foot and nail care completed by licensed nurse
 - Oxygen saturation checks
 - Scheduled pacemaker checks

- Assistance with compression stockings
- Blood pressure checks
- Daily weight checks
- Indwelling Foley catheter care
- Training of and use of Cardiopulmonary Resuscitation (CPR)
- Arranging for and coordination of services with hospice care
- Assistance with Daily Living Activities
 - Dressing
 - Bathing: showering Monday through Friday
 - Cueing and reminders for self-care
 - Grooming to include hair care, make-up, electric shaving, application of lotion, etc.
 - Nail care; toenail and fingernail
 - Set-up and cut food at meal time

13. Services Not Provided at Lincoln Lane Villa are as follows:

- **Dementia Care Services**
- IV Therapy and IV Line maintenance
- G-Tube feeding and medication delivery
- Medical cannabis administration or storage
- On-site Dialysis
- Assistance with Respiratory equipment including but not limited to:
 - C-Pap
 - Bi-Pap
 - Ventilators
 - Suctioning
 - Tracheostomy care
- Alternative care inclusive of;
 - Acupuncture
 - Aromatherapy
 - Healing touch
 - Massage
- Assist with urinary:
 - Incontinence
 - Indwelling urinary catheter placing or replacement
 - Suprapubic catheter care
 - Straight intermittent catheter assistance
- Ostomy care
- End of Life Palliative Care
- Some assistance with Activities of Daily Living to include:
 - Bathtub
 - Oral hygiene or denture care
 - Feeding assistance; oral or tube feeding
 - Toileting
 - Assistance with incontinence care and reordering of incontinence products

- Assistance with bowel and bladder control, devices and training program
- Mobility support to include
 1. Transfers
 2. Ambulation

- 14. Description of Apartment.** The apartment number is _____ of the building known as Lincoln Lane Villa, 500 East Lincoln Street, Hendricks, Minnesota 56136
- 15. Contract Terms.** The terms of this Contract with Lincoln Lane Villa is month-to-month. The resident is expected to pay, in its entirety, the monthly charges for housing and assisted living supportive services. Payment is due on the 1st day of each month. Any account not paid in full by the 5th day of said month will be assessed a \$10.00 per day late fee going back to the 1st day of the month. Payment shall be made to the Hendricks Community Hospital Association business office in the form of cash, check or credit card. Arrangements for automatic payment or account withdrawal can be made through the business office. Annual Rate Adjustment will occur each year on July 1st. Written notification of rate change will be provided in writing to resident 30 days in advance. This contract may be modified or amended after providing 30 days advance notice of the proposed changes to tenant. To be effective any proposed amendment to this agreement must be signed by both the resident and a representative of Lincoln Lane Villas. If a resident does not find the proposed changes acceptable, and if the parties do not reach a negotiated resolution of any disagreement about changes to the contract, then either party may terminate this agreement under the termination terms set out below.
- 16. Reservation Fee/Security Deposit.** The Resident has given Lincoln Lane Villa \$500.00 as a Reservation Fee. \$500.00 of this fee was paid to reserve residency for Assisted Living when a vacancy becomes available. An additional \$500.00 is paid upon entering into this Contract. Lincoln Lane Villa will hold this \$1,000.00 total fee as a Security Deposit to pay for any damage to the apartment caused by the resident or the resident's guests. This Security Deposit may also be used to pay for any charges owed to Lincoln Lane Villa when the Contract is terminated. When the Resident vacates the apartment for any reason, the Security Deposit will be refunded in its entirety with the exception of the amount necessary to cover any damages.
- 17. Maintenance and Repair.** Lincoln Lane Villa promises (1) that the apartment is fit for use as a residence; (2) to keep the Apartment in reasonable repair during the lease, except when the damage was caused by the intentional or negligent action of the Resident or the Resident's guests; and (3) to maintain the apartment in compliance with the applicable health and safety laws except where the violation is caused by the Resident or the Resident's guests.
- 18. Alterations.** Resident must obtain prior written consent from Lincoln Lane Villa to make any physical alterations to the apartment. This includes but is not limited to painting, wallpaper, etc.
- 19. Renter's Insurance.** Lincoln Lane Villa strongly urges each Resident to obtain a renter's insurance policy.
- 20. RIGHT TO DESIGNATE A REPRESENTATIVE FOR CERTAIN PURPOSES.** 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 can 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.

- **I wish to name the following individual as my Designated Representative:**

NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

- **I DO NOT wish to choose a Designated Representative:** _____
- 21. COMPLAINT RESOLUTION PROCESS.** Concerns or complaints should be brought to the attention of the Clinical Nurse Supervisor of Lincoln Lane Villa who will work with the resident to reach an acceptable resolution of the complaint brought forward. If the Clinical Nurse Supervisor is unable to resolve the complaint to the resident’s satisfaction, the resident may raise the issue with the CEO of the Hendricks Community Hospital Association. If the parties do not ultimately reach an acceptable resolution of the complaint after working in good faith to reach such a resolution, the resident may raise the complaint with the ombudsman as stated below or may terminate this agreement in accordance with the terms of this agreement.
 - 22.** If the resident needs assistance, with a complaint or concern that cannot be addressed by Lincoln Lane Villa, the resident may contact the **Office of Ombudsman for Long-Term Care at 1-800-657-3591** (TDD/TTY users call 1-800-657-3529 and ask for this number). The contact for the **Office of Ombudsman for Mental Health and Developmental Disabilities is 1-800-657-3506**. The contact information for the **Office of Health Facility Complaints is 651-201-4200**. The toll-free phone number for the **Minnesota Adult Abuse Reporting Center is 1-844-880-1574**.
 - 23. HOUSING SUPPORT.** Lincoln Lane Villa accepts GRH payments for residence or services that are provided to their residents for one (1) unit. If the GRH apartment quota is rented, and you qualify for a GRH apartment, your name can be added to a list for the first available opening. Until that time you will be asked to pay your monthly charges to Lincoln Lane Villa entirely from your own resources or that of your family.
 - 24. MEDICAL ASSISTANCE WAIVERS.** Lincoln Lane Villa accepts Medical Assistance payments to cover the Assisted Living Services for eligible residents. **Southwest Health & Human Services** is the agency in Lincoln County, Minnesota that is available to provide the resident with information related to services and financial assistance that may be available.
 - 25. TERMINATION OF CONTRACT BY RESIDENT.** If the resident wishes to terminate the contract with Lincoln Lane Villa, resident will state written wishes at least 30 days prior termination of contract. Upon exiting, resident will return all keys in their possession and leave the apartment in good repair. Once apartment is vacated and contract is terminated Lincoln Lane Villa reserves the right to use the Security Deposit to cover necessary costs of damages over and above normal use and reasonable repair. Written notice to the Resident of Lincoln Lane Villa’s intent to apply some of the Security Deposit will be given within three weeks of the contract termination or such shorter period as required by Minnesota Statutes,

Chapter 504B. Interest shall be paid on all security deposits, from the date of entry of this contract, at the rate provided by Minnesota Law.

26. TERMINATION OF CONTRACT BY LINCOLN LANE VILLA. Residents of Lincoln Lane Villa are required to meet certain expectations in order to continue residency. If these expectations are not met, Lincoln Lane Villa may terminate the contract and ask the Resident move. Among those expectations are the following:

- Non-payment of fees
- Material Violation of the contract
- Substantial and intentional interference with the rights, health, or safety of other Residents.
- Commit unlawful activities that substantially interferes with the rights, health, or safety of other Residents
- Needs exceed the scope of Supportive Services provided by the contracted home care agency at Lincoln Lane Villa and Resident is not able to secure care privately to meet his/her needs.
- Unlawfully allowing controlled substances on the premises or in the common areas of the premises or in the curtilage of the premises.
- Allowing Prostitution or prostitution related activities as defined in Minn. Stat. 617.80.
- Allowing the unlawful use or possession of a firearm in violation of Minn. Stat. 609.66, 609.67 or 624.713.
- Allowing stolen property or property obtained by robbery on the premises.
- Any acts of violence against another resident or staff person of Lincoln Lane Villas.

If a resident maintains conditions in their apartment which unreasonably endangers the life or property of themselves or others including but not limited to conditions which pose a risk of fire or other risk to the facility.

Prior to issuing a notice of termination of contract, Lincoln Lane Villa must schedule and participate in a meeting with the resident and the resident's legal representative and designated representative. This meeting must be scheduled to take place at least seven days before a notice of termination is issued and reasonable efforts must be made to ensure the resident, legal representative, and designated representative are able to attend the meeting. The purposes of the meeting are to

- Explain in detail the reasons for the proposed termination; and
- Identify and offer reasonable accommodations or modifications, interventions, or alternatives to avoid the termination or enable the resident to remain in Lincoln Lane Villa, including but not limited to securing services from another provider of the resident's choosing that may allow the resident to avoid the termination. Lincoln Lane Villa is not required to offer accommodations, modifications, interventions or alternatives that fundamentally alter the nature of the operation of this facility.

Lincoln Lane Villa must notify the resident that he/she may invite family members, relevant health professionals, a representative of the Office of Ombudsman for Long-Term Care, or other persons of the resident's choosing to participate in the meeting. The resident's case manager for home and community-based services must be notified of this meeting. In the

event of an emergency relocation where Lincoln Lane Villa intends to issue a Notice of Termination and an in-person meeting is impractical or impossible, an attempt to schedule and participate in a meeting via telephone, video, or other means may occur.

27. Provided, however, that termination may occur immediately or on an expedited basis, without a scheduled meeting or prior notice to the resident, for any violation listed above in subparagraphs f through k or for any other reason outlined in Minn. Stat. 144G.52 Subd. 5. **RIGHT TO APPEAL TERMINATION OF CONTRACT.** The Resident has the right to appeal Termination of his/her contract by Lincoln Lane Villa by contacting the CEO of the Hendricks Community Hospital at 503 East Lincoln Street, Hendricks, Minnesota 56136.

THE CONTENTS OF THE LINCOLN LANE VILLA CONTRACT HAVE BEEN REVIEWED WITH ME AND MY DESIGNATED REPRESENTATIVE (IF ANY) BY A REPRESENTATIVE OF LINCOLN LANE VILLA. I UNDERSTAND AND AGREE WITH ITS CONTENTS

Signed: _____ Date: _____
Resident or Representative

Signed: _____ Date: _____
Representative of Lincoln Lane Villa