

## Housing with Services Information Requirements

Housing with Services establishments are required to have written contracts with residents that provide information on 17 different topics. This information may be in the lease or residency agreement and may also be in documents referenced by the lease, such as the tenant handbook. The 17 pieces of information are:

- (1) the name, street address, and mailing address of the establishment;
- (2) the name and mailing address of the owner or owners of the establishment and, if the owner or owners is not a natural person, identification of the type of business entity of the owner or owners;
- (3) the name and mailing address of the managing agent, through management agreement or lease agreement, of the establishment, if different from the owner or owners;
- (4) the name and address of at least one natural person who is authorized to accept service of process on behalf of the owner or owners and managing agent *[This is the person who can receive legal papers for the owner or owner and management agent.]*;
- (5) a statement describing the registration and licensure status of the establishment and any provider providing health-related or supportive services under an arrangement with the establishment *[The building should say that it is a registered housing with services establishment and should indicate other types of licenses it may hold, such as a food license, home care license, etc.]*;
- (6) the term of the contract *[in other words, is the contract a 12-month lease, or is it a month-to-month lease]*;
- (7) a description of the services to be provided to the resident in the base rate to be paid by resident, including a delineation of the portion of the base rate that constitutes rent and a delineation of charges for each service included in the base rate *[This means that if there's a "bundled" monthly rate that covers more than just rent, there must be a breakout between what part of that rate covers the rent and what part of that rate covers each service included in the monthly rate for meals, housekeeping, etc.]*;

(8) a description of any additional services, including home care services, available for an additional fee from the establishment directly or through arrangements with the establishment, and a schedule of fees charged for these services;

(9) a description of the process through which the contract may be modified, amended, or terminated;

(10) a description of the establishment's complaint resolution process available to residents including the toll-free complaint line for the Office of Ombudsman for Long-Term Care;

(11) the resident's designated representative, if any *[A resident can identify a family member or friend to help with decisions and paperwork];*

(12) the establishment's referral procedures if the contract is terminated *[If the building notifies the resident that the lease is being terminated, what resources the building will make available to help the tenant find a new place to live];*

(13) requirements of residency used by the establishment to determine who may reside or continue to reside in the housing with services establishment *[The lease or contract should clearly state what a resident must do to continue to live in the building, such as pay the rent and other charges on time, not damage the building, not disrupt the "quiet enjoyment" of other residents, etc.];*

(14) billing and payment procedures and requirements *[The contract or lease should explain how you will be billed, when payment is due, whether there are circumstances in which residents may receive a credit, etc.];*

(15) a statement regarding the ability of residents to receive services from service providers with whom the establishment does not have an arrangement *[The building may have an arrangement with a home care agency to provide services to residents, but residents have the right not to use those services or to choose a different provider. The resident's contract may require the resident to pay some fees even if they have chosen not to use the services included in the contract];*

(16) a statement regarding the availability of public funds for payment for residence or services in the establishment *[The contract or lease should describe whether it or its arranged home care agency accepts various types of public assistance such as Group Residential Housing or Medical Assistance waiver funding];* and

(17) a statement regarding the availability of and contact information for long-term care consultation services under section 256B.0911 in the county in which the establishment is located *[This information would enable you to contact the county for help in assessing your needs, identifying services to meet those needs, and determining whether you are eligible for any type of public assistance to pay for your housing or services].*