



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
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ADULT RESIDENTIAL LICENSING

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May 11, 2009

Dear Personal Care Home Operator:

Attached is a Statement of Policy that was published in the Pennsylvania Bulletin on May 9, 2009. This statement clarifies personal care home resident-home contract requirements at 55 Pa.Code § 2600.25 as they relate to rent rebates.

As you know, 55 Pa.Code § 2600.25(d) restricts personal care homes from collecting more than half of rent rebates received by eligible residents. Some homes choose to collect a portion of rent rebates, some do not.

This Statement of Policy requires homes to state in the resident-home contract if they collect a portion of the rent rebate, the amount of the rebate they collect, and how the home will use the money collected. The policy also requires the home to keep a statement signed by the resident and designated person at the time of admission saying that the resident has had this rent rebate information explained to them. Please read this Statement of Policy very carefully.

This requirement will be enforced for new admissions as of the effective date of the Statement of Policy, and within 30 days of the effective date for current residents. Enclosed for your use are the Department's model resident-home contract, amended to include the rent rebate information, and a new contract addendum which will satisfy the requirement for a statement signed by the resident. Use of these forms is not mandatory. They may be revised or rewritten as long as they meet the requirements of the policy.

Please feel free to contact Mr. Matthew J. Jones at (717) 772-4982 with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Karen E. Kroh".

Karen E. Kroh

STATEMENTS OF POLICY

Title 55--PUBLIC WELFARE

DEPARTMENT OF PUBLIC WELFARE

[55 PA. CODE CH. 2600]

Personal Care Homes

[39 Pa.B. 2346]

[Saturday, May 9, 2009]

Subject

The subject of this statement of policy is rent rebates to personal care home residents under the act of June 27, 2006 (P. L. 1873, No. 1) (spec. Sess. No. 1) (53 P. S. § 6926.5006) that continues the former act of March 11, 1971 (P. L. 104, No. 3), known as the Senior Citizens Rebate and Assistance Act (72 P. S. §§ 4751-1--4751-12).

Scope

This statement of policy applies to personal care homes governed by Chapter 2600 (relating to personal care homes).

Purpose

The purpose of this statement of policy is to clarify the procedures and notices to be used if a personal care home intends to collect rent rebate funds as restricted under section 1057.3 of the Public Welfare Code (62 P. S. 1057.3(a)(7)) regarding rules and regulations for personal care homes and assisted living residences and § 2600.25(d) (relating to resident-home contract).

Background

Many personal care home residents with low incomes are eligible to receive annual rent rebates from the Commonwealth of up to \$500, based on their income. Since December 21, 1988, section 1057.3 of the Public Welfare Code has restricted the amount of the rent rebate funds that can be collected from residents by a personal care home. Specifically, a personal care home is prohibited from seeking or accepting any payment from a resident who receives Supplemental Security Income (SSI) in excess of one-half of the rent rebate received. The personal care home licensing regulation in § 2600.25(d) extends that restriction to all personal care home residents eligible to receive a rent rebate.

Recently, residents and other interested parties have inquired about the purpose of this statute and regulation. The purpose of these statutory and regulatory protections is to conserve a portion of the rent rebate for the personal use of the resident. Without this protection, a personal care home would be free to collect the full amount of rebate income from residents in the form of rent and service charges.

Additional concerns have been raised regarding whether a personal care home must fully disclose its intention to collect a portion of the rent rebate to current and potential residents. While most personal care homes articulate this intention in their resident-home contracts, some do not.

Discussion

Whether a personal care home collects a portion, up to one-half, of a resident's rent rebate is important information for individuals considering admission to a personal care home. The difference between a resident retaining a full rent rebate, as opposed to half of the rent rebate, could mean as much as 16% of an SSI recipient's total annual resources available for personal expenditures.

To ensure that this rent rebate information is available to residents, the Department is clarifying that a personal care home specify in the resident-home contract whether the personal care home intends to collect a portion of the rent rebate, and if so, the dollar amount or percentage to be collected, up to one-half, and the personal care home's intention for the use of the revenues collected. In addition, a statement signed by the resident, and the resident's designated person if applicable, outlining the personal care home's policy regarding the collection of rent rebates is to be kept in the resident's record.

This requirement will have no impact on the State budget.

Effective Date

This statement of policy is effective July 1, 2009. For current residents, the rent rebate language in the resident-home contract and the signed statement are due by July 31, 2009. For residents admitted on or after July 31, 2009, the rent rebate information and the signed statement are due upon admission.

Contact Person

Comments and questions related to this statement of policy may be directed to Matthew J. Jones, Director of Operations, Adult Residential Licensing, Department of Public Welfare, Room 423, Health and Welfare Building, 7th and Forster Streets, Harrisburg, PA 17120, (717) 772-4982, matjones@state.pa.us.

ESTELLE B. RICHMAN,
Secretary

(Editor's Notice: Title 55 of the Pennsylvania Code is amended by adding a statement of policy in § 2600.25b to read as set forth in Annex A.)

Fiscal Note: 14-BUL-84. No fiscal impact; (8) recommends adoption.

Annex A

TITLE 55. PUBLIC WELFARE

PART IV. ADULT SERVICES MANUAL

Subpart E. RESIDENTIAL AGENCIES/FACILITIES/SERVICES

CHAPTER 2600. PERSONAL CARE HOMES

GENERAL REQUIREMENTS

§ 2600.25b. Rent rebates for residents of personal care homes--statement of policy.

(a) The resident-home contract must include whether the home collects a portion of a resident's rent rebate under § 2600.25(d) (relating to resident-home contract).

(b) If the home collects a resident's rent rebate under subsection (a), the resident-home contract must include the following:

(1) The dollar amount or percentage of the rent rebate to be collected.

(2) The home's intended use of the revenue collected from the rent rebate.

(c) A statement signed by the resident, and the resident's designated person if applicable, at the time of admission, informing the resident that the information required in subsection (a) is to be kept in the resident's record.

[Pa.B. Doc. No. 09-839. Filed for public inspection May 8, 2009, 9:00 a.m.]

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RESIDENT-HOME CONTRACT – 55 Pa.Code § 2600.25(d)
ADDENDUM C
RENT REBATES

The home WILL WILL NOT collect a portion of the resident's rent rebate funds as restricted under 62 P.S. § 1057.3(a)(7) (relating to rules and regulations for personal care homes and assisted living residences) and 55 Pa.Code § 2600.25(d) (relating to resident-home contract).

If the home WILL collect a portion of the resident's rent rebate funds, please answer the following:

1. The dollar amount OR percentage of the rent rebate to be collected will be: _____

2. The home's intended use of the revenue collected from the resident's rent rebate is as follows: _____

I have had the home's rent rebate policy explained to me and have had the opportunity to ask questions about it.

Resident Signature Date Signed

Designated Person Signature Date Signed

Resident's Mark (if unable to sign) Date Signed

Witness to Resident's Mark Date Signed

- b. If notice is required and the resident leaves prior to the 30-day expiration, the resident owes the home the charges for rent and personal care services for the entire length of the 30-day time period for which payment has not been made.
- 2. The home's refund policy, including refunds of admission fees and refunds resulting from resident's death, is as follows: _____

- 3. The home's refund policy concerning admission fees, if any, is as follows: _____

C. Fiscal

Assistance with financial management including maintaining resident spending money on behalf of a resident is an optional service that, if provided, the arrangements therefore are as follows:

- 1. The home shall keep a record of financial transactions including dates, amounts of deposits, amounts of withdrawals and current balance.
- 2. The home shall give the resident and the resident's designated person an itemized account of financial transactions made on the resident's behalf on a quarterly basis.
- 3. The home shall provide the resident the opportunity to review his/her own financial record upon request during normal business hours.
- 4. Resident funds shall be disbursed during normal business hours within 24 hours of the resident's request.

D. Services

- 1. The personal care services shall be provided to the resident as needed and identified in the resident's annual assessment and support plan attached as Addendum _____ to this contract.
- 2. The home shall provide a weekly program of activities designed to promote the resident's active involvement with other residents, family and the community. The program shall provide social, physical, intellectual and recreational activities in a planned, coordinated and structured manner.

E. Discharge

- 1. If either the medical evaluation or the personal care home assessment indicates the need for a higher level of care, such as long-term care nursing facility, a plan for other placement will be made as soon as possible by the home in conjunction with the resident or designated person, if any, or both. The home will assist with relocation if necessary.
- 2. If the home initiates a discharge of the resident or if the legal entity chooses to close the home, the administrator will provide at least a 30-day prior written notice to the resident, the designated person and the referral agent citing the reason for the discharge.
- 3. The only grounds for discharge or transfer of a resident from a home are for the following conditions:

- a. If a resident is a danger to himself or others.
- b. If the legal entity chooses to voluntarily close the home, or a portion of the home.
- c. If a home determines that a resident's functional level has advanced or declined so that the resident's needs cannot be met in the home. If a resident or the resident's designated person disagrees with the home's decision to discharge or transfer, consultation with an appropriate assessment agency or the resident's physician shall be made to determine if the resident needs a higher level of care. A plan for other placement shall be made as soon as possible by the administrator in conjunction with the resident and the resident's designated person, if any. If assistance with relocation is needed, the administrator shall contact appropriate local agencies, such as the area agency on aging, county mental health/mental retardation program or drug and alcohol program, for assistance. The administrator shall also contact the Department's personal care home regional office.
- d. If meeting the resident's needs would require a fundamental alteration in the home's program or building site, or would create an undue financial or programmatic burden on the home.
- e. If the resident has failed to pay after reasonable documented efforts by the home to obtain payment.
- f. If closure of the home is initiated by the Department.
- g. Documented, repeated violation of the home rules.

F. SSI Benefits

The following provisions in this contract apply to residents who receive or are eligible for SSI benefits:

1. The resident will receive the following items and services at no charge beyond the amount in subsection I (A)(1) on page one of this contract:
 - a. Necessary personal hygiene items such as a comb, toothbrush, toothpaste, soap and shampoo. Cosmetic items are not included.
 - b. Laundry services, including personal laundry, but not including dry cleaning or specialized services.
 - c. Personal care services, including assistance with financial management, if provided.
2. Payment of rent and other services may not include funds received as lump sum awards, gifts or inheritances, gains from the sale of property or retroactive government benefits. The home may seek and accept payments from funds received as retroactive awards of SSI benefits, but only to the extent that the retroactive awards cover periods of time during which the resident actually resided in the home for which full payment has not been received.

3. Third-party payments made on behalf of an SSI recipient and paid directly to the home is permitted. These payments may not be used for food, clothing or shelter.

II. DUTIES AND RESPONSIBILITIES OF THE RESIDENT

A. Payment

Payment will be made by _____ (*name of resident or payer*).
The address of that person is _____

Payment will be made on the _____ day of the month.

B. House Rules

The resident agrees to abide by the following house rules:

1. Smoking is is not permitted inside the home.
2. Smoking is is not permitted outside the home (*on the home's property*).
3. Smoking is permitted only (*specify location if smoking is permitted inside or outside the home*) _____

4. Smoking rules are: _____

5. : The home's rules regarding pets are: _____

6. Other house rules: _____

C. Resident Condition and Ability of Home to Meet Resident Needs

1. The resident agrees to have a medical evaluation completed by a physician within 60 days prior to or within 30 days after admission and annually thereafter, or if the condition of the resident changes prior to the annual medical evaluation. Resident also agrees to provide a copy of his/her medical evaluation to the home on the form designated by the department.
2. Within 15 days prior to admission, annually thereafter, or if the condition of the resident changes prior to the annual assessment, the resident agrees to participate and share needed information for the home or a human service agency to complete the personal care home assessment to determine the suitability of the home to provide the care required of the resident.

3. The resident and/or designated person may participate in the development of the support plan which identifies services that will be made available and/or referrals for services with outside services. The support plan must be developed and implemented within 30 days after admission, updated within 30-days of completion of the annual assessment, or upon changes in the resident's needs as indicated in the current assessment. The service needs addressed in the residents support plan shall be available to the resident every day of the year.

III. ACKNOWLEDGEMENTS

A. Legal Entity acknowledges the following:

1. If resident is SSI eligible, the resident's contribution shall automatically increase to coincide with the cost of living (COLA) or other automatic increases in Social Security amounts, Supplemental Security Income payments and SSI Rent Supplement monies to resident.
2. For an SSI recipient only - the charges for actual rent and other services may not exceed the resident's actual current monthly income reduced by the minimum Personal Needs Allowance.
3. The home may not seek or accept in excess of one-half of any rent rebate monies received under the Senior Rent Rebate and Assistance Act by the resident who is an SSI recipient. The resident will retain _____ percent of any rent rebate monies received.
4. The home may not require or permit a resident to assign assets to the home in return for a life care contract or guarantee except as provided under 55 Pa.Code § 2600.25(f).
5. The home, its owners, administrators or employees may not be assigned power of attorney or guardianship for a resident.
6. The home shall provide resident and the designated person, if any, written notice at least 30-days in advance of changing this contract.
7. If Supplemental Security Income (SSI) status changes, a new contract is required.
8. A copy of the signed contract shall be given to the resident and the resident designee. A copy of the signed contract shall be filed in the resident's record.

B. Resident acknowledges the following:

1. The resident acknowledges that the contents of this contract have been reviewed and explained to him/her and the designated person, if any, prior to signing the contract.
2. The resident acknowledges that the home has informed him/her and their designated person of the right to file and the procedure for filing a complaint with the Department Personal Care Regional Office, Local Ombudsman or Protective Services Unit in the Area Agency on Aging, Pennsylvania Protection & Advocacy, Inc. or law enforcement agency.
3. The resident acknowledges that the home has provided him/her and their designated person a list of the resident rights as specified in Addendum A to this contract.
4. The resident acknowledges that the home has provided him/her and their designated person the complaint procedures as specified in Addendum B to this contract.
5. The resident or a designated person has the right to rescind the contract for up to 72 hours after the initial signature date of the contract and pay only for the services received. Rescission of the contract must be in writing and addressed to the home.

NOW THEREFORE, the parties intending to be legally bound agree to the terms set forth in this Resident-Home Contract for Personal Care Homes.

Resident Signature Date Signed

Administrator/Designee Signature Date Signed

Payer Signature (if different from resident) Date Signed

Designated Person Signature (option of the resident) Date Signed

Resident's Mark (if unable to sign) Date Marked

Witness to Resident's Mark Date Signed

RESIDENT-HOME CONTRACT – 55 Pa.Code § 2600.42
ADDENDUM A
RESIDENT RIGHTS

- A. A resident may not be discriminated against because of race, color, religious creed, disability, handicap, ancestry, sexual orientation, national origin, age or sex.
- B. A resident may not be neglected, intimidated, physically or verbally abused, mistreated, subjected to corporal punishment or disciplined in any way.
- C. A resident shall be treated with dignity and respect.
- D. A resident shall be informed of the rules of the home and given 30 days written notice prior to the effective date of a new home rule.
- E. A resident shall have access to a telephone in the home to make calls in privacy. Non-toll calls shall be without charge to the resident.
- F. A resident has the right to receive and send mail.
 - 1. Outgoing mail may not be opened or read by staff persons unless the resident requests.
 - 2. Incoming mail may not be opened or read by staff persons unless upon the request of the resident or the resident's designated person.
- G. A resident has the right to communicate privately with and access the local ombudsman.
- H. A resident has the right to practice the religion or faith of the resident's choice, or not to practice any religion or faith.
- I. A resident shall receive assistance in accessing health services.
- J. A resident shall receive assistance in obtaining and keeping clean, seasonal clothing.
- K. A resident has the right to access, review and request corrections to the resident's record.
- L. A resident has the right to furnish his room and purchase, receive, use and retain personal clothing and possessions.
- M. A resident has the right to leave and return to the home at times consistent with the home rules and the resident's support plan.
- N. A resident has the right to relocate and to request and receive assistance, from the home, in relocating to another facility.
- O. A resident has the right to freely associate, organize and communicate with others privately.
- P. A resident shall be free from restraints.
- Q. A resident shall be compensated in accordance with State and Federal labor laws for labor performed on behalf of the home.

- R. A resident has the right to receive visitors for a minimum of 12 hours daily, 7 days per week.
- S. A resident has the right to privacy of self and possessions.
- T. A resident has the right to file complaints with any individual or agency and recommend changes in policies, home rules and services of the home without intimidation, retaliation or threat of discharge.
- U. A resident has the right to remain in the home, as long as it is operating with a license.
- V. A resident has the right to receive services contracted for in the resident-home contract.
- W. A resident has the right to use both the home's procedures and external procedures, if any, to appeal involuntary discharge.
- X. A resident has the right to a system to safeguard a resident's money and property.
- Y. A resident has the right to choose his own health care.

RESIDENT-HOME CONTRACT – 55 Pa.Code § 2600.44
ADDENDUM B
COMPLAINT PROCEDURES

- A. Prior to admission, the home shall inform the resident and the resident's designated person of the right to file and the procedure for filing a complaint with the Department's personal care home regional office, local ombudsman or protective services unit in the area agency on aging, Pennsylvania Protection & Advocacy, Inc. or law enforcement agency.
- B. The home shall permit and respond to oral and written complaints from any source regarding an alleged violation of resident rights, quality of care or other matter without retaliation or the threat of retaliation.
- C. If a resident indicates that he wishes to make a written complaint, but needs assistance in reducing the complaint to writing, the home shall assist the resident in writing the complaint.
- D. The home shall ensure investigation and resolution of complaints. The home shall designate the staff person responsible for receiving complaints and determining the outcome of the complaint.
- E. Within 2 business days after the submission of a written complaint, a status report shall be provided by the home to the complainant. If the resident is not the complainant, the resident and the resident's designated person shall receive the status report unless contraindicated by the support plan. The status report must indicate the steps that the home is taking to investigate and address the complaint.
- F. Within 7 days after the submission of a written complaint, the home shall give the complainant and, if applicable, the designated person, a written decision explaining the home's investigation findings and the action the home plans to take to resolve the complaint. If the resident is not the complainant, the affected resident shall receive a copy of the decision unless contraindicated by the support plan. If the home's investigation validates the complaint allegations, a resident who could potentially be harmed or his designated person shall receive a copy of the decision, with the name of the affected resident removed, unless contraindicated by the support plan.
- G. The telephone number of the Department's personal care home regional office, the local ombudsman or protective services unit in the area agency on aging, Pennsylvania Protection & Advocacy, Inc., the local law enforcement agency, the Commonwealth Information Center and the personal care home complaint hotline shall be posted in large print in a conspicuous and public place in the home.

RESIDENT-HOME CONTRACT – 55 Pa.Code § 2600.25(d)
ADDENDUM C
RENT REBATES

The home WILL WILL NOT collect a portion of the resident's rent rebate funds as restricted under 62 P.S. § 1057.3(a)(7) (relating to rules and regulations for personal care homes and assisted living residences) and 55 Pa.Code § 2600.25(d) (relating to resident-home contract).

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Resident Signature Date Signed

Designated Person Signature Date Signed

Resident's Mark (if unable to sign) Date Signed

Witness to Resident's Mark Date Signed