

**ADULT RESIDENTIAL LICENSING - PERSONAL CARE HOMES  
RESIDENT-HOME CONTRACT - 55 Pa.Code § 2600.25**

This contract made on this the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 200(x), is between the resident (name) \_\_\_\_\_ or the resident's legally-appointed guardian (name) \_\_\_\_\_ and the legal entity (name) \_\_\_\_\_, for the Personal Care Home (name) \_\_\_\_\_, located at (address) \_\_\_\_\_.

The resident was admitted to the Personal Care Home on (date) \_\_\_\_\_.

**WITNESSETH:**

Under authority of 62 P.S. §§ 1001-1087 and 55 Pa.Code Ch. 2600, the parties intending to be legally bound hereby agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE LEGAL ENTITY.**

**A. Charges**

The following list is a fee schedule established by the legal entity identifying allowable resident charges for each of the home's available services. Residents will receive at least 30 days advance notice of the legal entity's intent to change the fee schedule herein provided.

1. The resident or payer agrees to pay a charge of \$ \_\_\_\_\_ per month per room and meals.
2. The resident or payer agrees to pay a charge of \$ \_\_\_\_\_ per day to hold a bed during hospitalization or other extended absence from the home.
3. The resident or payer agrees to pay long distance telephone charges as follows:  
  
\_\_\_\_\_
4. A list of all other charges (i.e., itemized PC charges, private room, private telephone line, cable television, dry cleaning, late fees, etc.), if any is attached as Addendum \_\_\_\_\_ to this contract.
5. The resident shall retain, at a minimum, the current Personal Needs Allowance of \$ \_\_\_\_\_, as the resident's own funds for personal expenditure. The minimum Personal Needs Allowance is determined by the Pennsylvania Department of Public Welfare and is the amount that a resident shall be permitted to keep for his/her personal use.

**B. Refund(s)**

1. 30 days prior notification of "intent to leave the home" by the resident

is required                       is not required

a. If no notice is required prior to a resident's leaving, the home will refund the remainder of any previously paid charges to the resident within seven days of the date the resident moves from the home. In this circumstance, the resident is required to pay only for the nights spent in the home.

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:

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

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**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 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 Signed \_\_\_\_\_

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 § 2600.44**  
**ADDENDUM C**  
**RENT REBATE FUNDS**

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 :

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