



I. THIS AGREEMENT, made on [EFFECTIVE DATE OF AGREEMENT] between [NAME OF INDIVIDUAL], hereinafter referred to as individual, and [PROVIDER AGENCY ADMINISTERING PROGRAM] at [ADDRESS OF ADMINISTERING PROVIDER AGENCY] hereinafter referred to as provider agency.

This agreement may only be effective for a maximum of 12 months from the effective date of the agreement.

Whereas, the individual is participating in a residential program administered by the provider agency; and room and board is furnished by the provider agency at: [ADDRESS OF RESIDENCE]

II. INDIVIDUAL'S RESPONSIBILITIES:

- 1. Individual agrees to pay provider agency a total of \$ [] for room and/or board. This amount is based on the following (one applicable box must be checked below):
- [] No more than 72 percent of the SSI maximum rate plus the Pennsylvania Supplement. (This should be checked if provider agency provides both room and board to individual.)
- [] No more than 32 percent of the SSI maximum rate plus Pennsylvania Supplement for board. (This should be checked if individual pays their own rent directly to a landlord, but food is supplied through provider agency.)
- [] No more than 40 percent of the SSI maximum rate plus Pennsylvania Supplement for room. (This should be checked if the individual pays rent to provider agency, but individual purchases their own food.)
2. If individual's available income is less than the SSI maximum rate plus Pennsylvania Supplement, provider agency shall charge 72 percent of individual's available monthly income as individual's monthly obligation for room and board; 32 percent for board if food is supplied through provider agency; or 40 percent for room if individual purchases their own food. The individual shall receive at least the monthly amount as established by the Social Security Administration related to the specific type of setting, for the individual's personal needs allowance.
3. In addition to the room and board amount listed in this agreement, the individual also agrees to pay the provider agency any money received through Pennsylvania's Rent Rebate Program. The provider agency will deduct the value of the rent rebate from the actual documented room and board costs of individual's residence.
4. The total amount charged for the individual's share of room and board may not exceed the actual documented room and board costs of the individual's residence minus the benefits received.
5. Payment shall be made on a monthly basis and shall be due and payable the first day of each month. Payments for periods of less than a month shall be due and payable prior to leaving the residence.
6. Monies for room and board shall be paid to the person designated by the provider agency. Such person shall issue a receipt showing amount of payment and period covered.

III. PROVIDER AGENCY'S RESPONSIBILITIES:

- 1. The provider agency agrees to comply with §§ 6100.681-694 relating to Room and Board.
2. The provider agency agrees to comply with 55 Pa. Code Chapter 6400 (relating to Community Homes for Individuals with an Intellectual Disability or Autism) or 55 Pa. Code 6500 (relating to Life Sharing Homes), if licensing requirements apply to the residence.
3. The provider agency may temporarily relocate the individual to another location that is not the address of residence due to emergency circumstances. When this occurs, the requirements in this Room and Board agreement continue to apply. The provider is not required to give written notice as described in 6100.301-307.

IV. TERMINATION OF THE AGREEMENT:

The provider agency must notify the individual in writing if the provider agency is no longer willing to provide residential services to the individual at the address of residence. The provider agency must give this notice to the individual at least 45 days prior to the date of the proposed change in provider or address of residence as described in 6100.301-307.

V. COMPLAINTS:

- 1. The individual has the right to file an oral or written complaint with the provider agency if they disagree with the termination of this agreement.
2. The provider agency must document and manage all complaints in accordance with 6100.51. This includes providing any assistance needed by the individual to file a complaint and assuring that there is no retaliation (punishment) or intimidation (frightening or threatening a person so that they will do what they want) relating to the filing or investigation of a complaint.

VI. SIGNED:

PROVIDER AGENCY _____ DATE _____
WITNESS _____ DATE _____
INDIVIDUAL OR OTHER DESIGNATED PERSON SIGNING ON INDIVIDUAL'S BEHALF (INCLUDE RELATIONSHIP TO INDIVIDUAL) _____ DATE _____
REPRESENTATIVE PAYEE, IF OTHER THAN PROVIDER AGENCY OR INDIVIDUAL _____ DATE _____
COURT APPOINTED LEGAL GUARDIAN, IF APPLICABLE _____ DATE _____