

I. THIS AGREEMENT, made on _____ between _____ ,
EFFECTIVE DATE OF AGREEMENT NAME OF INDIVIDUAL

hereinafter referred to as individual, and _____ at
PROVIDER AGENCY ADMINISTERING PROGRAM

_____ hereinafter referred to as provider agency.
ADDRESS OF ADMINISTERING 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 board. Individual shall pay no more than 72 percent of the SSI maximum rate plus the Pennsylvania Supplement. (This section should be completed if provider agency provides both room and board to individual.)
2. Individual agrees to pay provider agency \$ _____ for board. Individual shall pay no more than 32 percent of the SSI maximum rate plus Pennsylvania Supplement. (This section should be completed if individual pays their own rent directly to a landlord, but food is supplied through provider agency.)
3. Individual agrees to pay provider agency \$ _____ for room. Individual shall pay no more than 40 percent of the SSI maximum rate plus Pennsylvania Supplement. (This section should be completed if the individual pays rent to provider agency, but individual purchases their own food.)
4. If individual's available income is less than the SSI maximum rate plus Pennsylvania Supplement, provider 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. 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.
5. The total amount charged for individual's share of room and board may not exceed the actual documented room and board costs of individual's residence minus the benefits received.
6. 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.
7. 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.

IV. TERMINATION OF THE AGREEMENT:

1. If the provider agency wishes to terminate this agreement, the provider agrees to comply with §§ 6100.301-307 relating to Transition to a New Provider.

V. 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