**Section 295.2030 Establishment Contracts**

a) *A contract between an establishment and a resident must be entitled "assisted living establishment contract" or "shared housing establishment contract" as applicable, shall be printed in no less than 12 point type, and shall include at least the following elements in the body or through supporting documents or attachments:*

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 are not natural persons, the type of business entity of the owner or owners;*

3) *The name and mailing address of the managing agent of the establishment, whether hired under a management agreement or lease agreement, if the managing agent is different from the owner or owners;*

4) *The name and address of at least one natural person who is authorized to accept service on behalf of the owners and managing agent;*

5) *A statement describing the* assisted living or shared housing establishment *license status of the establishment and the license status of all providers of health-related or supportive services to a resident under arrangement with the establishment;*

6) *The duration of the contract;*

7) *The base rate to be paid by the resident and a description of the services to be provided as part of this rate;*

8) *A description of any additional services to be provided for an additional fee by the establishment directly or by a third party provider under arrangement with the establishment;*

9) *The fee schedules outlining the cost of any additional services;*

10) *A description of the process through which the contract may be modified, amended, or terminated;*

11) *A description of the establishment's complaint resolution process available to residents and notice of the availability of the Department on Aging's Senior Helpline* and the Long-Term Care Ombudsman Program *for* assistance with complaint resolution*;*

12) *The name of the resident's designated representative, if any;*

13) *The resident's obligations in order to maintain residency and receive services, including compliance with all assessments required under Section 15* of the Act;

14) *The billing and payment procedures and requirements;*

15) *A statement affirming the resident's freedom to receive services from service providers with whom the establishment does not have a contractual arrangement, which may also disclaim liability on the part of the establishment for those services;*

16) *A statement that medical assistance under Article V or Article VI of the Illinois Public Aid Code is not available for payment for services provided in an establishment;*

17) *A statement detailing the admission and residency termination criteria and procedures* as set forth in the Act and this Part;

18) A statement indicating that the establishment maintains a *risk management* process;

19) *A statement listing the rights specified in Section 95* of the Act *and acknowledgment that, by contracting with the assisted living or shared housing establishment, the resident does not forfeit those rights; and*

20) *A statement provided* by the Department *detailing the Department's annual on-site review process, including what documents contained in* the *resident's personal file shall be reviewed by the on-site reviewer.* (Section 90 of the Act)

b) The establishment contract shall also include:

1) Terms of occupancy, including resident responsibilities and obligations;

2) The amount and purpose of any fee, charge, and deposit, including any fee or charge for any days a resident is absent from the establishment;

3) The establishment's policy for refunding fees, charges, or deposits;

4) The establishment's responsibility to provide at least 30 days written notice before the effective date of any change in a fee or charge. A licensee is not required to provide 30 days written notice of increase to a resident whose service needs change, as documented in the resident's service plan; and

5) The establishment's policy concerning notification of a relative or other individual in an emergency, significant change in the resident's condition, or termination of residency.

c) A copy of the establishment contract shall be given to the resident or the resident's representative.

d) An establishment contract that has been signed shall be maintained on the premises throughout the resident's residency at the establishment.

e) Establishment contracts may be automatically renewed from year to year. Any modifications to the contract shall be made in writing and signed by both parties.

f) The contract may be terminated immediately at any time upon agreement of the parties.