**Section 146.240 Resident Contract**

a) The SLF shall have a signed contract with each resident, which specifies the terms of his or her agreement.

b) The resident contract shall include, but not be limited to, the following:

1) Information regarding SLF services the resident will receive that are covered under the Medical Assistance Program;

2) Arrangements for payment;

3) A grievance procedure that meets the requirements of Section 146.260;

4) The SLF's agreement to comply with applicable federal, State and local laws and regulations;

5) The conditions under which the resident contract may be terminated by either party;

6) Rules for conduct and behavior of the staff, management and the resident;

7) A list of the resident rights as stated in Section 146.250;

8) The SLF's policy regarding temporary absences from the facility, including absences due to a resident's admission to a nursing facility;

9) The SLF's policy regarding Supplemental Nutritional Assistance Program benefits being turned over by the resident to the SLF; and

10) The SLF's requirement, if any, for security deposits charged by the SLF. When applicable, the contract shall state that all deposits will be maintained in an interest-bearing account separate from the SLF's operating accounts or the funds of any person other than another resident. The SLF shall, within 30 days after the end of each 12 month rental period, pay the resident any interest, by cash or credit applied to rent due, except when the resident is in default under the terms of the lease. If required, the SLF shall follow the provisions of the Security Deposit Return Act [765 ILCS 710] regarding the return of the security deposit when a resident vacates the premises.

c) The resident contract may include the agreement of the SLF to provide, for a fee, additional services such as barber or beauty services, sundries for personal consumption and other amenities.

d) The resident contract shall be for a term not to exceed one year and may be renewable upon the agreement of both parties.

e) The resident contract shall allow arrangements where two individuals wish to share an apartment even if one of the two individuals is not eligible for SLF services. The individuals may be related or unrelated. In the event of one resident's death or discharge, the resident contract shall include provisions that offer the remaining resident who is not receiving SLF services the option to be released from the contract immediately, if desired by the resident, or to remain in the SLF until the expiration of the resident contract as long as he or she remains in compliance with the terms of the resident contract.

f) The SLF shall ensure that all SLF materials, including the resident contract, shall be in a language appropriate to the resident population as required in Section 146.215(m).

(Source: Amended at 33 Ill. Reg. 11803, effective August 1, 2009)