DOMICILIARY CARE CONSUMER/PROVIDER AGREEMENT

THIS AGREEMENT, made on _____ between _____,
(date) (name of consumer)
hereinafter referred to as Consumer, and _____, hereinafter referred to
(name of provider)
as Provider, located at _____. The Consumer and
(address of Domiciliary Care Home)
the Provider are sometimes referred to herein as "Party" or "Parties".

WITNESSETH:

WHEREAS, Consumer resides or plans to reside in a Domiciliary Care Home certified by the Area Agency on Aging, furnished by the Provider; and

WHEREAS, room, board and services in accordance with Department of Aging regulations, set forth in Pennsylvania Code, Title 6, Chapter 21, Domiciliary Care Service, are furnished by the Provider at the above address:

Now, therefore, the parties, intending to be legally bound, hereby agree as follows:

1. Consumer agrees to pay to Provider or Provider's Designee monthly rent of **$_____, effective _____**. This is the **TOTAL AMOUNT** that the Consumer must pay for room, board and Domiciliary Care services each full calendar month.

2. Payments for periods of less than a month, such as the initial month of placement in the Domiciliary Care home, or if the consumer leaves the home during a calendar month, will be pro-rated for that calendar month.

3. Payment will be made on a monthly basis, by the _____ day of each month.

4. Monies for room, board and services will be paid to the Provider or his/her designee. Such person shall issue a receipt showing amount of payment and period covered.

5. As set forth in Pennsylvania Code, Title 6, Chapter 21, section 21.55(m), the Consumer agrees to abide by the following House Rules:

   a. _____.
   b. _____.
   c. _____.
   d. _____.
   e. _____.
   f. _____.

   House rules may be modified, in writing, if jointly agreed upon by both Consumer and

Provider, and approved by the Area Agency on Aging.

6. As set forth in Pennsylvania Code, Title 6, Chapter 21, section 21.75, the Provider must provide the following basic furnishings:

    a. Twin bed or larger, without casters, or with locked casters, which does not require the Consumer to climb steps or a ladder to get into or out of the bed.
    b. A mattress and box spring.
    c. A bed pillow.
    d. A bedside table or shelf and bedside light.
    e. A dresser and mirror.
    f. A clothes closet or wardrobe.
    g. Bed linen and blankets.
    h. Towels and washcloths and a towel bar.

7. The Consumer or Provider may amend this Agreement at any time on terms mutually agreeable to both the Provider and Consumer, subject to review and approval by the Area Agency on Aging.

8. If the Provider intends to close the Domiciliary Care Home, the Provider must submit a written statement to each Consumer or designate, and the Area Agency on Aging at least thirty (30) days prior to the intended date of closure. The written notice shall include a statement on the Provider's intent to cease operations, the closing date, and a guarantee that the Domiciliary Care Home will continue operation at least 30 days beyond the closing date for the relocation of consumers except in cases in which the Area Agency on Aging determines that removal of the Consumer at an earlier time is necessary for the Consumer's health and welfare.

SIGNED

Provider	Date	Consumer or Person Signing on Consumer's Behalf
AAA Staff	Date	Relationship of Person Signing on Consumer's Behalf