

104TH GENERAL ASSEMBLY**State of Illinois****2025 and 2026****HB2429**

Introduced 2/4/2025, by Rep. Nabeela Syed

SYNOPSIS AS INTRODUCED:

210 ILCS 9/85

210 ILCS 45/2-202

from Ch. 111 1/2, par. 4152-202

210 ILCS 46/2-202

210 ILCS 47/2-202

Amends the Assisted Living and Shared Housing Act, the Nursing Home Care Act, the MC/DD Act, and the ID/DD Community Care Act. Provides that a service delivery contract or other contract between a facility and a resident shall not permit rate increases for a resident's room and board before the expiration of the residency period specified in the contract. Provides that, if there is a rate increase for a resident's room and board provided in a subsequent contract that is greater than the percentage increase in the consumer price index-u during the preceding residency period, the facility must provide justification for the increase.

LRB104 08265 BAB 18315 b

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Assisted Living and Shared Housing Act is
5 amended by changing Section 85 as follows:

6 (210 ILCS 9/85)

7 Sec. 85. Contract requirements.

8 (a) No entity may establish, operate, conduct, or maintain
9 an establishment in this State unless a written service
10 delivery contract is executed between the establishment and
11 each resident or resident's representative in accordance with
12 Section 90 and unless the establishment operates in accordance
13 with the terms of the contract. The resident or the resident's
14 representative shall be given a complete copy of the contract
15 and all supporting documents and attachments and any changes
16 whenever changes are made. If the resident does not understand
17 English and if translated documents are not available, the
18 establishment must explain its policies to a responsible
19 relative or friend or another individual who has agreed to
20 communicate the information to the resident.

21 (b) A service delivery contract shall not permit rate
22 increases for a resident's room and board before the
23 expiration of the residency period specified in the contract.

1 If there is a rate increase for a resident's room and board
2 provided in a subsequent contract that is greater than the
3 percentage increase in the consumer price index-u during the
4 preceding residency period, the establishment must provide
5 justification for the increase.

6 For the purposes of this subsection, "consumer price
7 index-u" means the index published by the Bureau of Labor
8 Statistics of the United States Department of Labor that
9 measures the average change in prices of goods and services
10 purchased by all urban consumers, United States city average,
11 all items, 1982-84 = 100.

12 (Source: P.A. 91-656, eff. 1-1-01.)

13 Section 15. The Nursing Home Care Act is amended by
14 changing Section 2-202 as follows:

15 (210 ILCS 45/2-202) (from Ch. 111 1/2, par. 4152-202)
16 Sec. 2-202. (a) Before a person is admitted to a facility,
17 or at the expiration of the period of previous contract, or
18 when the source of payment for the resident's care changes
19 from private to public funds or from public to private funds, a
20 written contract shall be executed between a licensee and the
21 following in order of priority:

22 (1) the person, or if the person is a minor, his parent
23 or guardian; or
24 (2) the person's guardian, if any, or agent, if any,

1 as defined in Section 2-3 of the Illinois Power of
2 Attorney Act; or

3 (3) a member of the person's immediate family.

4 An adult person shall be presumed to have the capacity to
5 contract for admission to a long term care facility unless he
6 has been adjudicated a "person with a disability" within the
7 meaning of Section 11a-2 of the Probate Act of 1975, or unless
8 a petition for such an adjudication is pending in a circuit
9 court of Illinois.

10 If there is no guardian, agent or member of the person's
11 immediate family available, able or willing to execute the
12 contract required by this Section and a physician determines
13 that a person is so disabled as to be unable to consent to
14 placement in a facility, or if a person has already been found
15 to be a "person with a disability", but no order has been
16 entered allowing residential placement of the person, that
17 person may be admitted to a facility before the execution of a
18 contract required by this Section; provided that a petition
19 for guardianship or for modification of guardianship is filed
20 within 15 days of the person's admission to a facility, and
21 provided further that such a contract is executed within 10
22 days of the disposition of the petition.

23 No adult shall be admitted to a facility if he objects,
24 orally or in writing, to such admission, except as otherwise
25 provided in Chapters III and IV of the Mental Health and
26 Developmental Disabilities Code or Section 11a-14.1 of the

1 Probate Act of 1975.

2 If a person has not executed a contract as required by this
3 Section, then such a contract shall be executed on or before
4 July 1, 1981, or within 10 days after the disposition of a
5 petition for guardianship or modification of guardianship that
6 was filed prior to July 1, 1981, whichever is later.

7 Before a licensee enters a contract under this Section, it
8 shall provide the prospective resident and his or her
9 guardian, if any, with written notice of the licensee's policy
10 regarding discharge of a resident whose private funds for
11 payment of care are exhausted.

12 Before a licensee enters into a contract under this
13 Section, it shall provide the resident or prospective resident
14 and his or her guardian, if any, with a copy of the licensee's
15 policy regarding the assignment of Social Security
16 representative payee status as a condition of the contract
17 when the resident's or prospective resident's care is being
18 funded under Title XIX of the Social Security Act and Article V
19 of the Illinois Public Aid Code.

20 (b) A resident shall not be discharged or transferred at
21 the expiration of the term of a contract, except as provided in
22 Sections 3-401 through 3-423.

23 (c) At the time of the resident's admission to the
24 facility, a copy of the contract shall be given to the
25 resident, his guardian, if any, and any other person who
26 executed the contract.

1 (d) A copy of the contract for a resident who is supported
2 by nonpublic funds other than the resident's own funds shall
3 be made available to the person providing the funds for the
4 resident's support.

5 (e) The original or a copy of the contract shall be
6 maintained in the facility and be made available upon request
7 to representatives of the Department and the Department of
8 Healthcare and Family Services.

9 (f) The contract shall be written in clear and unambiguous
10 language and shall be printed in not less than 12-point type.
11 The general form of the contract shall be prescribed by the
12 Department.

13 (g) The contract shall specify:

14 (1) the term of the contract;

15 (2) the services to be provided under the contract and
16 the charges for the services;

17 (3) the services that may be provided to supplement
18 the contract and the charges for the services;

19 (4) the sources liable for payments due under the
20 contract;

21 (5) the amount of deposit paid; and

22 (6) the rights, duties and obligations of the
23 resident, except that the specification of a resident's
24 rights may be furnished on a separate document which
25 complies with the requirements of Section 2-211.

26 (h) The contract shall designate the name of the

1 resident's representative, if any. The resident shall provide
2 the facility with a copy of the written agreement between the
3 resident and the resident's representative which authorizes
4 the resident's representative to inspect and copy the
5 resident's records and authorizes the resident's
6 representative to execute the contract on behalf of the
7 resident required by this Section.

8 (i) The contract shall provide that if the resident is
9 compelled by a change in physical or mental health to leave the
10 facility, the contract and all obligations under it shall
11 terminate on 7 days notice. No prior notice of termination of
12 the contract shall be required, however, in the case of a
13 resident's death. The contract shall also provide that in all
14 other situations, a resident may terminate the contract and
15 all obligations under it with 30 days notice. All charges
16 shall be prorated as of the date on which the contract
17 terminates, and, if any payments have been made in advance,
18 the excess shall be refunded to the resident. This provision
19 shall not apply to life-care contracts through which a
20 facility agrees to provide maintenance and care for a resident
21 throughout the remainder of his life nor to continuing-care
22 contracts through which a facility agrees to supplement all
23 available forms of financial support in providing maintenance
24 and care for a resident throughout the remainder of his life.

25 (j) In addition to all other contract specifications
26 contained in this Section admission contracts shall also

1 specify:

2 (1) whether the facility accepts Medicaid clients;

3 (2) whether the facility requires a deposit of the
4 resident or his family prior to the establishment of
5 Medicaid eligibility;

6 (3) in the event that a deposit is required, a clear
7 and concise statement of the procedure to be followed for
8 the return of such deposit to the resident or the
9 appropriate family member or guardian of the person;

10 (4) that all deposits made to a facility by a
11 resident, or on behalf of a resident, shall be returned by
12 the facility within 30 days of the establishment of
13 Medicaid eligibility, unless such deposits must be drawn
14 upon or encumbered in accordance with Medicaid eligibility
15 requirements established by the Department of Healthcare
16 and Family Services.

17 (k) It shall be a business offense for a facility to
18 knowingly and intentionally both retain a resident's deposit
19 and accept Medicaid payments on behalf of that resident.

20 (l) A contract under this Section shall not permit rate
21 increases for a resident's room and board before the
22 expiration of the residency period specified in the contract.
23 If there is a rate increase for a resident's room and board
24 provided in a subsequent contract that is greater than the
25 percentage increase in the consumer price index-u during the
26 preceding residency period, the facility must provide

1 justification for the increase.

2 For the purposes of this subsection, "consumer price
3 index-u" means the index published by the Bureau of Labor
4 Statistics of the United States Department of Labor that
5 measures the average change in prices of goods and services
6 purchased by all urban consumers, United States city average,
7 all items, 1982-84 = 100.

8 (Source: P.A. 98-104, eff. 7-22-13; 99-143, eff. 7-27-15.)

9 Section 20. The MC/DD Act is amended by changing Section
10 2-202 as follows:

11 (210 ILCS 46/2-202)

12 Sec. 2-202. Contract required.

13 (a) Before a person is admitted to a facility, or at the
14 expiration of the period of previous contract, or when the
15 source of payment for the resident's care changes from private
16 to public funds or from public to private funds, a written
17 contract shall be executed between a licensee and the
18 following in order of priority:

19 (1) the person, or if the person is a minor, his parent
20 or guardian; or

21 (2) the person's guardian, if any, or agent, if any,
22 as defined in Section 2-3 of the Illinois Power of
23 Attorney Act; or

24 (3) a member of the person's immediate family.

1 An adult person shall be presumed to have the capacity to
2 contract for admission to a facility unless he or she has been
3 adjudicated a "disabled person" within the meaning of Section
4 11a-2 of the Probate Act of 1975, or unless a petition for such
5 an adjudication is pending in a circuit court of Illinois.

6 If there is no guardian, agent or member of the person's
7 immediate family available, able or willing to execute the
8 contract required by this Section and a physician determines
9 that a person is so disabled as to be unable to consent to
10 placement in a facility, or if a person has already been found
11 to be a "disabled person", but no order has been entered
12 allowing residential placement of the person, that person may
13 be admitted to a facility before the execution of a contract
14 required by this Section; provided that a petition for
15 guardianship or for modification of guardianship is filed
16 within 15 days of the person's admission to a facility, and
17 provided further that such a contract is executed within 10
18 days of the disposition of the petition.

19 No adult shall be admitted to a facility if he or she
20 objects, orally or in writing, to such admission, except as
21 otherwise provided in Chapters III and IV of the Mental Health
22 and Developmental Disabilities Code or Section 11a-14.1 of the
23 Probate Act of 1975.

24 Before a licensee enters a contract under this Section, it
25 shall provide the prospective resident and his or her
26 guardian, if any, with written notice of the licensee's policy

1 regarding discharge of a resident whose private funds for
2 payment of care are exhausted.

3 (b) A resident shall not be discharged or transferred at
4 the expiration of the term of a contract, except as provided in
5 Sections 3-401 through 3-423.

6 (c) At the time of the resident's admission to the
7 facility, a copy of the contract shall be given to the
8 resident, his or her guardian, if any, and any other person who
9 executed the contract.

10 (d) A copy of the contract for a resident who is supported
11 by nonpublic funds other than the resident's own funds shall
12 be made available to the person providing the funds for the
13 resident's support.

14 (e) The original or a copy of the contract shall be
15 maintained in the facility and be made available upon request
16 to representatives of the Department and the Department of
17 Healthcare and Family Services.

18 (f) The contract shall be written in clear and unambiguous
19 language and shall be printed in not less than 12-point type.
20 The general form of the contract shall be prescribed by the
21 Department.

22 (g) The contract shall specify:

23 (1) the term of the contract;

24 (2) the services to be provided under the contract and
25 the charges for the services;

26 (3) the services that may be provided to supplement

1 the contract and the charges for the services;

2 (4) the sources liable for payments due under the
3 contract;

4 (5) the amount of deposit paid; and

5 (6) the rights, duties and obligations of the
6 resident, except that the specification of a resident's
7 rights may be furnished on a separate document which
8 complies with the requirements of Section 2-211.

9 (h) The contract shall designate the name of the
10 resident's representative, if any. The resident shall provide
11 the facility with a copy of the written agreement between the
12 resident and the resident's representative which authorizes
13 the resident's representative to inspect and copy the
14 resident's records and authorizes the resident's
15 representative to execute the contract on behalf of the
16 resident required by this Section.

17 (i) The contract shall provide that if the resident is
18 compelled by a change in physical or mental health to leave the
19 facility, the contract and all obligations under it shall
20 terminate on 7 days' notice. No prior notice of termination of
21 the contract shall be required, however, in the case of a
22 resident's death. The contract shall also provide that in all
23 other situations, a resident may terminate the contract and
24 all obligations under it with 30 days' notice. All charges
25 shall be prorated as of the date on which the contract
26 terminates, and, if any payments have been made in advance,

1 the excess shall be refunded to the resident. This provision
2 shall not apply to life care contracts through which a
3 facility agrees to provide maintenance and care for a resident
4 throughout the remainder of his life nor to continuing care
5 contracts through which a facility agrees to supplement all
6 available forms of financial support in providing maintenance
7 and care for a resident throughout the remainder of his or her
8 life.

9 (j) In addition to all other contract specifications
10 contained in this Section admission contracts shall also
11 specify:

- 12 (1) whether the facility accepts Medicaid clients;
- 13 (2) whether the facility requires a deposit of the
14 resident or his or her family prior to the establishment
15 of Medicaid eligibility;
- 16 (3) in the event that a deposit is required, a clear
17 and concise statement of the procedure to be followed for
18 the return of such deposit to the resident or the
19 appropriate family member or guardian of the person; and
- 20 (4) that all deposits made to a facility by a
21 resident, or on behalf of a resident, shall be returned by
22 the facility within 30 days of the establishment of
23 Medicaid eligibility, unless such deposits must be drawn
24 upon or encumbered in accordance with Medicaid eligibility
25 requirements established by the Department of Healthcare
26 and Family Services.

1 (k) It shall be a business offense for a facility to
2 knowingly and intentionally both retain a resident's deposit
3 and accept Medicaid payments on behalf of that resident.

4 (l) A contract under this Section shall not permit rate
5 increases for a resident's room and board before the
6 expiration of the residency period specified in the contract.
7 If there is a rate increase for a resident's room and board
8 provided in a subsequent contract that is greater than the
9 percentage increase in the consumer price index-u during the
10 preceding residency period, the facility must provide
11 justification for the increase.

12 For the purposes of this subsection, "consumer price
13 index-u" means the index published by the Bureau of Labor
14 Statistics of the United States Department of Labor that
15 measures the average change in prices of goods and services
16 purchased by all urban consumers, United States city average,
17 all items, 1982-84 = 100.

18 (Source: P.A. 99-180, eff. 7-29-15.)

19 Section 25. The ID/DD Community Care Act is amended by
20 changing Section 2-202 as follows:

21 (210 ILCS 47/2-202)

22 Sec. 2-202. Contract required.

23 (a) Before a person is admitted to a facility, or at the
24 expiration of the period of previous contract, or when the

1 source of payment for the resident's care changes from private
2 to public funds or from public to private funds, a written
3 contract shall be executed between a licensee and the
4 following in order of priority:

- 5 (1) the person, or if the person is a minor, his parent
6 or guardian; or
- 7 (2) the person's guardian, if any, or agent, if any,
8 as defined in Section 2-3 of the Illinois Power of
9 Attorney Act; or
- 10 (3) a member of the person's immediate family.

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12 contract for admission to a long term care facility unless he
13 or she has been adjudicated a "person with a disability"
14 within the meaning of Section 11a-2 of the Probate Act of 1975,
15 or unless a petition for such an adjudication is pending in a
16 circuit court of Illinois.

17 If there is no guardian, agent or member of the person's
18 immediate family available, able or willing to execute the
19 contract required by this Section and a physician determines
20 that a person is so disabled as to be unable to consent to
21 placement in a facility, or if a person has already been found
22 to be a "person with a disability", but no order has been
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24 person may be admitted to a facility before the execution of a
25 contract required by this Section; provided that a petition
26 for guardianship or for modification of guardianship is filed

1 within 15 days of the person's admission to a facility, and
2 provided further that such a contract is executed within 10
3 days of the disposition of the petition.

4 No adult shall be admitted to a facility if he or she
5 objects, orally or in writing, to such admission, except as
6 otherwise provided in Chapters III and IV of the Mental Health
7 and Developmental Disabilities Code or Section 11a-14.1 of the
8 Probate Act of 1975.

9 Before a licensee enters a contract under this Section, it
10 shall provide the prospective resident and his or her
11 guardian, if any, with written notice of the licensee's policy
12 regarding discharge of a resident whose private funds for
13 payment of care are exhausted.

14 (b) A resident shall not be discharged or transferred at
15 the expiration of the term of a contract, except as provided in
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17 (c) At the time of the resident's admission to the
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19 resident, his or her guardian, if any, and any other person who
20 executed the contract.

21 (d) A copy of the contract for a resident who is supported
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23 be made available to the person providing the funds for the
24 resident's support.

25 (e) The original or a copy of the contract shall be
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14 contract;

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16 (6) the rights, duties and obligations of the
17 resident, except that the specification of a resident's
18 rights may be furnished on a separate document which
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22 the facility with a copy of the written agreement between the
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24 the resident's representative to inspect and copy the
25 resident's records and authorizes the resident's
26 representative to execute the contract on behalf of the

1 resident required by this Section.

2 (i) The contract shall provide that if the resident is
3 compelled by a change in physical or mental health to leave the
4 facility, the contract and all obligations under it shall
5 terminate on 7 days' notice. No prior notice of termination of
6 the contract shall be required, however, in the case of a
7 resident's death. The contract shall also provide that in all
8 other situations, a resident may terminate the contract and
9 all obligations under it with 30 days' notice. All charges
10 shall be prorated as of the date on which the contract
11 terminates, and, if any payments have been made in advance,
12 the excess shall be refunded to the resident. This provision
13 shall not apply to life care contracts through which a
14 facility agrees to provide maintenance and care for a resident
15 throughout the remainder of his life nor to continuing care
16 contracts through which a facility agrees to supplement all
17 available forms of financial support in providing maintenance
18 and care for a resident throughout the remainder of his or her
19 life.

20 (j) In addition to all other contract specifications
21 contained in this Section admission contracts shall also
22 specify:

23 (1) whether the facility accepts Medicaid clients;

24 (2) whether the facility requires a deposit of the
25 resident or his or her family prior to the establishment
26 of Medicaid eligibility;

(3) in the event that a deposit is required, a clear and concise statement of the procedure to be followed for the return of such deposit to the resident or the appropriate family member or guardian of the person;

(4) that all deposits made to a facility by a resident, or on behalf of a resident, shall be returned by the facility within 30 days of the establishment of Medicaid eligibility, unless such deposits must be drawn upon or encumbered in accordance with Medicaid eligibility requirements established by the Department of Healthcare and Family Services.

(k) It shall be a business offense for a facility to knowingly and intentionally both retain a resident's deposit and accept Medicaid payments on behalf of that resident.

(1) A contract under this Section shall not permit rate increases for a resident's room and board before the expiration of the residency period specified in the contract. If there is a rate increase for a resident's room and board provided in a subsequent contract that is greater than the percentage increase in the consumer price index-u during the preceding residency period, the facility must provide justification for the increase.

For the purposes of this subsection, "consumer price index-u" means the index published by the Bureau of Labor Statistics of the United States Department of Labor that measures the average change in prices of goods and services

1 purchased by all urban consumers, United States city average,
2 all items, 1982-84 = 100.

3 (Source: P.A. 99-143, eff. 7-27-15.)