

Sample Residency Agreement

This residency agreement is between DDiD INDIVIDUAL NAME whose guardian/legal representative, if applicable, is GUARDIAN NAME and SERVICE PROVIDER.

The agreement provides INDIVIDUAL NAME legal residency at VID OF HOME (Ex. GH999) ADDRESS OF RESIDENCE in CITY, NJ, from START DATE to END DATE. My service provider agrees to adhere to the standards set forth in *42 CFR 441.301 (c) (1)-(5) – Contents of Request for a Waiver*. Complete text found at https://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441_1301&rgn=div8.

The total rent that is to be paid is TOTAL RENT. My portion will be 30% of my total monthly income. Each month, I or my Representative Payee (The person who receives my monthly benefits and handles my finances) will pay my portion of the rent, and the remainder of my portion of the rent will be paid through the Supportive Housing Connection. Rent checks are due on the ENTER DATE OF EACH MONTH of each month payable to SERVICE PROVIDER and should be mailed to ADDRESS OF PAYEE.

If I or my guardian/legal representative end this agreement:

1. We understand that I will have to move;
2. We will work with my support coordinator or case manager to plan the move. My support coordinator or case manager will help me explain this to my service provider and tell them about my plans;
3. We will give at least 30 days written notice to my service provider before I move unless we both agree to provide less time; and
4. My service provider will continue to support me until I find a new service provider, place to live and can coordinate the move.

If my service provider decides to end this agreement:

1. My service provider will notify me or my guardian and my support coordinator in writing of their intention to terminate services/housing;
2. My service provider will follow the policies as outlined in **Division Circular 36 – Transfer or Discharge** by notifying the Division of Developmental Disabilities (Division) by telephone and in writing, which will include substantive evidence as to why I can no longer be served by the service provider;
3. The Division will review the request and determine whether the standards set forth in **Division Circular 36 – Transfer or Discharge** that would necessitate discharge exist;
4. The Division will communicate the outcome to my guardian and myself;
5. Should the outcome be that my service provider's request to terminate my services is approved, my service provider will continue to support me until I find a new service provider, place to live and can coordinate the move. In this circumstance, the Division, my support coordinator, my guardian and I will make all reasonable efforts to expedite a move;
6. My guardian and I will be given at least 60 days-notice, but can move sooner if we agree to.
7. My guardian and I have the right to appeal based on the policies outlined in **Division Circular 36 – Transfer or Discharge**.

8. My service provider and my Support Coordinator will notify the Division’s Housing Subsidy Unit at 732.968.4222 of the date I will move from my current residence and the date I will move into my new residence so that rental payments can be adjusted in a timely fashion.

As the guardian of INDIVIDUAL NAME, I agree to alert the current Representative Payee, the party responsible for payment of rent, as to the terms of this agreement so that payment can be made accurately and promptly. Additionally, I understand that in order to maintain eligibility for Division services, I must be in compliance with the waiver program I am enrolled in.

Information related to the Supports Program can be located at:

http://www.nj.gov/humanservices/ddd/programs/supports_program.html

Information related to the Community Care Waiver can be located at:

<http://www.nj.gov/humanservices/ddd/services/ccw/index.html>

The signatures below indicate acceptance of the terms of this agreement as well as attached and related addendums.

Individual/Guardian Signature

Date

Service Provider Signature

Date

Residency Agreement Addendum

RIGHTS OF RESIDENTS IN HCBS SETTINGS (42 CFR 441.301*)

1. Individuals shall have privacy in their sleeping and living quarters. This includes but is not limited to the following:
 - a. Units will contain entrance doors lockable by the individual with only appropriate staff having keys to doors as needed (each provider agency should specify which staff shall have access and under what circumstances).
 - b. Individuals sharing bedrooms shall have a choice of roommates.
 - c. Individuals have the freedom to furnish and decorate their sleeping or living quarters.
2. Individuals are free to control their own schedules and activities.
3. Individuals shall have access to food at any time, unless restrictions exist in their service plan for a justifiable reason.
4. Individuals have the right to receive visitors of their choosing at any time.
5. The service provider shall ensure that the individuals unit is physically accessible to the individual's needs in order to afford him or her full enjoyment of the premises.
6. All efforts will be made by the service provider to try to settle any matters or disagreements with the individuals to avoid service termination. This includes the service provider's best efforts to facilitate the relocation or transfer of an individual with the help of all other responsible agencies or providers and with the consent of the individual. A decision to terminate services shall be the option of last resort.
7. Any modifications of the above conditions must be supported by a specific assessed need and justified in the individual's service plan.

**The above is an abbreviated summary of 42 CFR 441.301 (c) (1)-(5). Full text of this document can be found at: https://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441_1301&rqn=div8 and should be reviewed by the service provider.*