

Occupancy Agreement

HCBS Residential Settings

COMMUNITY RESIDENTIAL PROGRAM PARTICIPANT OCCUPANCY AGREEMENT FOR VOLUNTARY PROVIDER OPERATED RESIDENCES

PURPOSE OF THIS AGREEMENT: As of March 2023, providers of Home and Community-Based (HCBS) residential settings are required by federal regulation to have legally enforceable occupancy agreements with people receiving these services. This agreement complies with those federal regulations. It identifies the rights that you, the Resident, already have under New York State Office for People With Developmental Disabilities ("OPWDD") regulations while living in a state-operated residence. You have these rights and process as soon as you begin or began living in a residence. By signing this Agreement, you are not giving up or losing any legal rights that you have as a Resident including under applicable local, state, or federal laws and regulations, or court order. This agreement also does not give (Agency Name) any additional powers or rights that it does not already have.

This Agreement between me _____ (Resident) and (Name of Agency Providing Residential Service), outlines each of our responsibilities while I am living at the following address:

_____ (Residence).

Date I will/did move into Residence ("Move-in Date"): _____

Contact Information for Resident:

Name:

Name of representative, if any, and relationship to Resident:

Residence (if different from above):

Telephone Number:

Email Address:

Agency Contact Information (Executive Director or Director Designee):

Name:

Title:

Address:

Telephone Number:

Email Address:

Rent or Room and Board Calculation:

- My rent is based on my income and is calculated every month. My first month's rent may be an estimate. I understand that whenever my income changes, my rent may change.
- Rent is calculated as follows:

My Total Income from all Sources (this amount must be verified)

Less (-) My Personal Allowance

Equals (=) My Total Rent Owed (Up to Provider maximum allowable as set by OPWDD)

Below, I have initialed those sections that apply to me. My representative or guardian can also initial this for me. I have provided the information to calculate my rent.

_____ **Section A: If my income has been verified by my Move-in Date**

I agree that my rent will be \$_____ per month. My rent can be paid by me and/or someone authorized by me and will be made payable to (Agency Name). I understand that my rent must be paid 10 days after I receive a bill. I also understand that if I move into a residence after the first day of the month, my rent for that first month will be calculated from the date I move in until the last day of the month.

-or-

_____ **Section B: If my Income has NOT been verified by my Move-in Date**

If my income has not been verified by my move-in date, I understand that my rent will be estimated based on the financial information that I give to (Agency Name). Once (Agency Name) has verified my income, I will be given written notice of the correct amount of rent I owe. I understand that this amount may be higher or lower than the amount of rent I paid when I first moved in. I also understand that I may owe more money if my actual rent is higher than the rent I initially paid. If my actual rent is lower than the amount I initially paid, I understand that I may receive a credit toward future rent. If I owe more money, I agree to pay the amount owed.

I agree that rent will be paid to (Agency Name) by me and/or someone authorized on my behalf in the estimated amount of \$_____ per month. Payment will be made payable to (Agency Name). I understand that my rent is due 10 days after I receive a bill. I also understand that if I move into a residence after the first day of the month, my rent for that first month will be calculated from the date I move in until the last day of the month.

My Rights as a Resident:

I understand that I have rights under federal, state, and local laws and regulations. Any modifications to my rights must be in my Life Plan and will only be in place as long as needed for health and safety reasons.

My rights for my Residence under the HCBS and New York State regulations can be found at 42 C.F.R. § 441.301(c)(4) and 14 NYCRR § 636-2.4. Copies will be given to me or my representative if we ask for them. The full text of these regulations can also be found at:

https://www.ecfr.gov/cgi-bin/text-idx?node=pt42.4.441&rqn=div5#se42.4.441_1301

and

[https://govt.westlaw.com/nycrr/Document/lef895d65b44911e98c4eb5f7c15361ca?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/nycrr/Document/lef895d65b44911e98c4eb5f7c15361ca?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

If I or my representative have any questions about this Agreement, free legal advice may be available from the Mental Hygiene Legal Service (MHLS) (<http://www.courts.state.ny.us/ad3/mhls/index.html>) (518) 451-8710); or Disability Rights New York (DRNY) (<http://www.drny.org>) (518) 432-7861 or (800) 993-8982).

(Agency Name) Responsibilities:

1. (Agency Name) will follow all applicable laws and regulations for the operation of the Residence and providing services, including all requirements under the Home and Community-Based Services regulations.
2. The Residence will meet all applicable state and local codes including health, safety, and building codes and OPWDD requirements.
3. When I move in, (Agency Name) will give me or my representative a copy of the Residence's written policies, responsibilities, and procedures. They will also be given to me or my representative if we ask for them.
4. If my income changes, I or my representative will receive notice of the change. My team will work with me so that I pay the correct amount.

If I, or someone on my behalf (legal guardian or representative), end this Agreement:

If I end this Agreement, I understand that I will have to move, and I will work with my Care Manager to plan the move. My Care Manager will help me explain my plans to the appropriate staff at my Residence. Until I move out, (Agency Name) will continue to maintain my services at my Residence.

If I am asked to move:

If (Agency Name) is no longer able to provide services to me at my Residence, including when the health, welfare, or safety of me or others in jeopardy, I may be asked to move out and find another place to live. If (Agency Name) does ask me to move, I am protected by the procedures in 14 NYCRR § 633.12 ("633.12"). If I do not want to move, I, or my representative, may object to the move under 633.12.

While my objection is being reviewed, I may only be moved or discharged with the Commissioner's approval. Every reasonable effort will be made to maintain my services at my Residence during this review. I may also request assistance from my Care Manager who will work with me and (Agency Name) to develop a safe discharge plan.

I understand that I may be temporarily moved to another residence or bedroom for health, welfare, and safety reasons ("emergency moves"). These moves may happen over my objection, but I will be given the opportunity to object to my new residence if I remain there more than 60 days.

How long does this Agreement last?

This Agreement remains in effect as long as I live at this Residence. If I move to another residence operated (Agency Name), this Agreement will continue until there is a new agreement. I understand

that I will need to sign a new agreement if I move to a new residence, and I agree to sign that agreement as soon as possible after I move.

I understand that I do not need to sign a new agreement every time there is a change in my income, even if it means my rent changes. (Agency Name) must give me written notice of the new amount of rent that I owe and how it was calculated.

I have received a copy of this Agreement and I understand it. Upon request, my representative or guardian may also receive a copy of this Agreement. By signing this Agreement, I am not giving up any legal right guaranteed to me in this Residence, including under applicable local, state, or federal laws and regulations, or court order.

Signature of Resident (or Parent or Guardian if resident is under 18)

Date

or

Signature of Resident's Guardian or Representative

Date

Signature of Agency Executive Director or Designee

Date _____

Printed Name

Title

CC:
Care Manager

FOR AGENCY STAFF USE ONLY

Dates of Attempts to sign (up to 3) _____

Agency Staff Name and Signature _____