**Residency Terms**

1. The residency agreement is between *(enter resident’s name and legal representative’s name, if applicable)* (the “resident”)and the provider, *(enter provider name)*.
2. The residential address is *(enter address), and the resident shall occupy [insert description of room/unit].*
3. The residency agreement is renewed on an annual basis and may align with the review of an Individualized Plan (IP).. The duration of this term is from *Click or tap to enter a date.* to *Click or tap to enter a date.*
4. The resident or provider may request a planning and support team (“the team”) meeting at any time to discuss the terms of this agreement.
5. The resident has the right to protections equivalent to landlord/tenant laws of Connecticut.
6. Upon termination of this residency agreement, the resident shall be entitled to all personal property as reflected on the most current inventory of the resident’s possessions.

**Your Rights as a Resident:**

1. To enter into this enforceable residency agreement.
2. Privacy in your sleeping or living unit.
3. Lockable doors to your sleeping or living unit with only appropriate staff and roommates having keys to doors.
4. Ability to have visitors of your choosing at any time.
5. Choice of furnishings and decorations in your sleeping or living unit.
6. Choice of a roommate, if bedrooms are shared.
7. Access to food at any time.
8. Any modifications to the rights outlined in I through VII of this section shall have DDS team agreement and shall be documented and justified in the resident’s Individualized Plan (IP). Modifications shall also follow the criteria set forth in DDS policy I.F.PR.006 Regional Human Rights Committee, as applicable.
9. Pursuant to section 11 of the DDS procedure No I.G. PR 008, Personal Funds Financial Management- Qualified Providers, each individual residing in a 24-hour staff-supported home shall have a separate personal possessions inventory to be completed by the provider on the first day the resident moves into the home until the date they move out. The provider is responsible for ensuring that your personal possessions inventory includes all items either purchased with your personal funds or received as gifts and valued at $55.00 or more. Your personal possessions inventory will be kept up to date with items you have purchased or received as gifts as well as those items you have discarded, given away, sold or no longer are in your possession.
10. A setting that is physically accessible, if applicable.

**Your Responsibilities as a Resident:**

1. Maintain cleanliness of your sleeping or living unit and shared living spaces.
2. Review your personal possessions inventory list on an ongoing basis to ensure accuracy. The inventory list will be included and discussed as part of your annual IP.

**Your Responsibilities as a Provider:**

1. Maintain a safe residential environment.
2. Always treat the resident with dignity and respect.
3. Implement the resident’s approved Individualized Plan (IP)..
4. Provide services in accordance with all applicable DDS policies, state regulations, state/federal law and the signed DDS qualified provider contract.
5. Pursuant to section 11 of the DDS procedure No I.G. PR 008, Personal Funds Financial Management- Qualified Providers, each individual residing in a 24-hour staff-supported home shall have a separate personal possessions inventory to be completed by the provider on the first day the individual moves into the home until the date they move out. The provider is responsible for ensuring that the individual’s personal possessions inventory includes all items either purchased with the individual’s personal funds or received as gifts and valued at $55.00 or more.

**If the Provider Chooses to End the Residency Agreement:**

1. Pursuant to the signed DDS Qualified Provider agreement, the provider shall provide 30-day written notice to the DDS Regional Administration in the event the provider can no longer support the resident in the address listed in this agreement. DDS Regional Administration will then follow up with resident and legal representative (if applicable).
2. The provider is responsible for continuing supports to such resident until a suitable alternate setting has been identified and a plan to move the individual has been approved and agreed upon with the resident’s team.
3. Health and safety concerns identified by the provider that may necessitate an expedited process are reviewed and determined at the discretion of the DDS Regional Administration.
4. The team of such resident shall meet to review the terms of the termination request.
5. At any time the resident, or legal representative if applicable, shall have the right to request a team meeting to discuss whether the provider would reconsider the notice.
6. If the resident or legal representative, if applicable, does not agree with the provider’s request to discharge from the home or the team’s decision on an alternative setting, a status conference may be scheduled by the department to mediate and review the disagreement.
7. If there is no resolution at the status conference the resident or legal representative may request a Programmatic Administrative Review (PAR)through their assigned DDS region. In the alternative a Uniform Administrative Procedure Act (UAPA) fair hearing may be requested pursuant to procedure No I.F.PR. 011 Programmatic Administrative Reviews. This is the formalized appeal process at DDS when an individual or their representative does not agree with a service decision.
8. If the resident or legal representative, if applicable, does not agree with the provider’s request to discharge from the home the resident or legal representative may also explore appeal remedies through the state of Connecticut Judicial branch. Housing matters are either handled in special Housing Sessions or as part of the regular Judicial District docket, depending on where the property is located.

**If the Resident Chooses to End the Residency Agreement**

1. Pursuant to Policy No, I.G.PR. 001, Portability of Funds, a resident, or legal representative if applicable, may request portability through their DDS Case Manager at any time. This process allows an individual or their representative to request a change in their service provider and supports individuals to exercise their right to select the service provider of their choice.

**Signatures:**

Individual/Resident Date

Legal Representative (if applicable) Date

Provider Date