

# Waiver Participant Contract

## New York State Department of Health NHTD/TBI Housing Program

This contract must be reviewed with the waiver participant and signed: (a) upon approval of a rental and/or utility subsidy from the NHTD/TBI Housing Program; (b) annually at the time of lease renewal; and (c) anytime there is a change in address or amount of the rent and/or utility subsidy.

Individuals in the Nursing Home Transition and Diversion (NHTD)/Traumatic Brain Injury (TBI) waiver who are receiving a rent or utility subsidy from the NHTD/TBI Housing Program must agree to all of the conditions below. **Failure to comply with the terms of this contract may result in a decrease in the NHTD/TBI subsidy and/or termination from the NHTD/TBI Housing Program.** The NHTD/TBI Housing Subsidy is not a waiver service. NHTD/TBI Housing Subsidy program funds are a resource of last resort; housing supports are contingent on annual appropriations provided through the New York State Enacted Budget.

In order to be eligible for the NHTD/TBI Housing Program and to continue to receive rental and/or housing supports, I understand that:

1. I must be a participant in the NHTD or TBI waiver and have an approved Service Plan.
2. I must actively participate in my services as described in my Service Plan.
3. If my waiver services are discontinued, my housing subsidy will be terminated. Upon request for a fair hearing and approval of aid continuing, my housing subsidy will be continued pending a fair hearing decision. If the Decision After Fair Hearing grants the sought benefits, the housing subsidy will be continued.
4. I must be receiving Medicaid and I must make sure that any "spend down" requirements to maintain my Medicaid are met each month.
5. I must apply for the Housing Choice Voucher Program operated by the U.S. Department of Housing and Urban Development (HUD or Section 8) and maintain an active application. If HUD housing becomes available, I am required to accept it and discontinue the NHTD/TBI Housing Program subsidy. I may not receive the benefit of any other housing subsidy while I am receiving a NHTD/TBI Housing Subsidy. I cannot leave the Housing Choice Program to apply for a NHTD/TBI Housing Subsidy.
6. I must provide my Service Coordinator with all information/documents regarding my finances including, but not limited to: my total monthly income, savings, supplemental needs trust, and awards from SSI and/or SSDI. I must inform my Service Coordinator immediately of any changes to my finances. I recognize that the NHTD/TBI Housing Subsidy is the "payer of last resort."
7. I must enter into an annual written lease. I must pay one third (1/3) of my total monthly income (after spend down) towards my rent. If I am receiving a utility subsidy, I must pay 1/3 of the monthly bill. If my monthly income increases, I understand that the amount I pay towards rent and/or utility each month will also increase. Income received from SSI, SSDI and/or child support for minor children living with me is included in my monthly income.

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8. I must pay my portion of the rent and/or utility on time each month or pay any late fees. Failure to pay on time may result in a reduction in my subsidy, additional fees or termination from the NHTD/TBI Housing Program.
9. I may NOT withhold my portion of the rent or utility payment for any reason. Any problems with the landlord or apartment should be discussed with my Service Coordinator.
10. I will inform my Service Coordinator of any credit balances or past due amounts for rent and/or housing supports (utilities).
11. I must inform the landlord of any new roommates and they must be added to the lease. If anyone moves into my apartment who is not a waiver participant, they are responsible for one half of all rent and utility expenses and my NHTD/TBI Housing Subsidy will be reduced accordingly. If the other individual does not pay their portion of the expenses I risk the loss of my NHTD/TBI Housing Subsidy and termination from the NHTD/TBI Housing Program.
12. I will abide by all conditions of the lease, requirements of the landlord and standards of the Housing Subsidy and NHTD/TBI Program Manual. I must notify my Service Coordinator and the Regional Resource Development Center if I will be absent from my apartment for thirty (30) days or more. The unit will be used solely for my primary residence.
13. I must not engage in unlawful activities in my apartment or common areas. This includes, but is not limited to: the possession, use and/or sale of illegal drugs; demonstrating unsafe/dangerous behaviors that would adversely affect the health, safety and/or well-being of other waiver participants, staff, and/or neighbors; and committing acts of violence that damage or destroy the dwelling unit or disturb or injure other residents.
14. I must not permit my guests to engage in unlawful activities in the apartment or the common area or disturb the peace of the residence(s). My guests cannot routinely reside in my home for more than four nights per week.
15. I must not cause disruption in the building or be disrespectful to my fellow tenants.
16. I must pay for all repairs to the apartment or appliances which are due to damages that I or my guests have caused.
17. When I move out, I must provide the landlord and my Service Coordinator at least thirty (30) days' notice, remove all personal property and trash from the premises, discontinue any utilities and return the keys to the landlord. I must notify my Service Coordinator of any eviction notice or notice to terminate my lease.
18. If the New York State Department of Health (NYSDOH) has paid for my security deposit and if some or all of the deposit is not refunded due to my actions or neglect, I understand that I am responsible for the damages and my future rental subsidy may be decreased or terminated until the expense has been recouped. All security deposits paid by the NHTD/TBI Housing Subsidy on my behalf must be returned to the payment agent.

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19. I must not make any changes to the structure of the apartment without obtaining written permission from my landlord and consulting with my Service Coordinator.
20. If I share the apartment with another NHTD/TBI waiver participant, the furnishings purchased by the NHTD/TBI Housing Program for common living areas must be assigned to a participant at the time of purchase. If one participant moves out, they will take those items purchased on their behalf or an agreement must be mutually reached on how to distribute the furnishings.
21. Each NHTD/TBI waiver participant shall have the right of complete privacy in his or her own bedroom.
22. I am responsible for items purchased with NYSDOH funds and for maintaining their quality and usefulness. Damaged and ruined furniture will not be replaced.
23. I must report any needed repairs in my apartment to my Service Coordinator and landlord.
24. I must not leave anything in or on the fire escapes, sidewalks, entrances, exits, driveways, elevators, stairways, or halls. I will not remove batteries from smoke detectors or disengage alarms.
25. If for any reason the NHTD/TBI Housing Program pays any part of *my assigned portion* of the rent or utility, my subsidy will be decreased and the amount I owe will be increased each month until all money has been refunded to the NHTD/TBI Housing Program.
26. I must inform my Service Coordinator BEFORE I sign a lease renewal. I understand that the NHTD/TBI Housing Program will only be responsible for a one year lease. I must notify my Service Coordinator of any rent increases at the time of lease renewal. Any late fees incurred due to my failure to notify my Service Coordinator may become my responsibility. My Service Coordinator is responsible to notify the Payment Agent of any changes in my rental or utility subsidy amounts. Any fees charged due to the Service Coordinator's failure to provide this notification may become the responsibility of the Service Coordination agency.
27. In order for my subsidy to continue, I must permit my Service Coordinator to inspect the unit with reasonable notice. The unit will be inspected at least annually and the unit must meet the health and safety standards indicated in the Housing Quality Standards Checklist.
28. I will not be permitted to move more than once in a twelve (12) month period unless my Service Coordinator and RRDC approve the move based on a documented reason, of which I have no control.
29. I understand that housing support funds cannot be applied to any fees or costs associated with home ownership, such as co-op fees, condominium maintenance, insurance fees and household maintenance.

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My Service Coordinator has reviewed the above information with me. I understand and agree to all the terms and conditions as stated. I understand that violations of any of these conditions may result in a decrease in my subsidy or termination from the NHTD/TBI Housing Program. I accept the terms of this contract and the Housing Support and Rental Subsidy Application.

Waiver Participant \_\_\_\_\_ Date \_\_\_\_\_

Advocate/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Service Coordinator \_\_\_\_\_ Date \_\_\_\_\_