



Residency Agreement

August 2023

Purpose of the Residency Agreement

Requirement of CMS' Final Settings Rule

Provides protections for individuals living in a provider owned or controlled setting.

- Provider owned or controlled means that the home is owned by a provider of services, or the homeowner is in a contractual agreement with a provider of services (i.e., The Smythe family is a home provider for an area agency).
- Identifies rights and responsibilities of the individual living in the setting as well as the responsibilities of the provider of services

Review of Residency Agreement

Residency Terms

- I. The residency agreement is between (enter resident's name and legal guardian's name, if applicable)(enter resident's name and legal guardian's name, if applicable) and the provider, (enter provider name)(enter provider name).
- II. The residential address is (enter address)(enter address), and the resident shall occupy [insert description of room/unit].
- III. The residency agreement is renewed on an annual basis, at the time of the Annual Service Agreement. The duration of this term is from Click or tap to enter a date. to Click or tap to enter a date.
- IV. The resident or provider may request a team meeting at any time to discuss the terms of this agreement.
- V. 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 property.

Review of Residency Agreement (cont'd)

Your Rights as a Resident:

- I. To enter into this enforceable residency agreement.
- II. Privacy in your sleeping or living unit.
- III. Lockable doors to your sleeping or living unit with only appropriate staff having keys to doors.
- IV. Ability to have visitors of your choosing at any time.
- V. Choice of furnishings and decorations in your sleeping or living unit.
- VI. Choice of a roommate, if bedrooms are shared.
- VII. Access to food at any time.
- VIII. Modifications to the above-noted rights in accordance with He-M 310.09(h) and (i).
- IX. An inventory of personal property (valued at \$25 or more, as well as any item of sentimental value to you) will occur on the day of move-in and will be updated quarterly to ensure accuracy.
- X. A setting that is physically accessible.
- XI. All rights under He-M 310, including those noted above.

Review of Residency Agreement (cont'd)

Your Responsibilities as a Resident:

- I. Maintain cleanliness of your sleeping or living unit and shared living spaces.
- II. Review and sign a complete inventory of personal property (valued at \$25 or more, as well as any item of sentimental value to you) on the day of move-in, quarterly to ensure accuracy, and on the day of departure of the residence.

Review of Residency Agreement (cont'd)

Your Responsibilities as a Provider:

- I. Maintain a safe residential environment.
- II. Always treat the resident with dignity and respect.
- III. Implement the resident's approved Individual Service Agreement and approved behavior support plan.
- IV. Provide services in accordance with all applicable State regulations, and the contract with the provider agency.
- VI. Assist, as necessary, the resident to develop and maintain an inventory of personal property (valued at \$25 or more, as well as any item of sentimental value to the resident) and ensure that upon termination of this agreement, the resident receives all personal property on the most recent inventory.

Review of Residency Agreement (cont'd)

If the Provider Chooses to End the Residency Agreement:

- I. The provider shall notify the resident, legal guardian (if applicable), and service coordinator in writing of the intended termination of the residency agreement and the reason(s) therefor, at least 90 calendar days before the proposed termination date of the residency agreement, and in an agency residence, inform the resident that this notice is not an order requiring them to vacate the residence, and include the rights of the resident to appeal the provider's decision to terminate the residency agreement in accordance with He-M 310.12.
- II. The resident, or legal guardian if applicable, shall have the right to request a team meeting to discuss whether the provider would reconsider the notice.
- III. Upon receipt of the notice required in I. above, the service coordinator shall convene a team meeting within ten calendar days to develop a transition plan for the resident in order to ensure an appropriate transition to an alternative residence.
- IV. In cases where the behavior of the resident poses a serious threat of bodily harm to the provider or others living in the residence, or substantial damage to the residence or property, the provider shall notify the resident, legal guardian (if applicable), and the service coordinator of the situation and provide 72 hours' notice before the proposed termination date, and in an agency residence, inform the resident that this notice is not an order requiring them to vacate the residence, and include the rights of the resident to appeal the provider's decision to terminate the residency agreement in accordance with He-M 310.12.

Review of Residency Agreement (cont'd)

- V. Upon receipt of notification in IV. above, the service coordinator, or designee, shall immediately convene a team meeting within 24 hours to determine and take the appropriate course of action to ensure the resident's health and safety, and ensure that the resident has access to an alternative safe residence.
- VI. If the provider is an agency residence, if the resident fails to vacate the residence by the proposed termination date, the provider shall issue a notice to the resident or legal guardian, if applicable, for the resident to vacate the residence within 3 days, and include the rights of the resident to appeal the notice in accordance with He-M 310.12 and remain in the residence in accordance with He-M 310.12(d).
- VII. In the absence of the conditions for termination provided in IV. above, an agency residence shall only terminate this agreement if the termination is necessary for the resident's welfare and the resident's needs can no longer be met at the agency residence, the residence ceases to operate, or for other good cause as provided in He-M 310.10(c)(7)c.

Review of Residency Agreement (cont'd)

If the Resident Chooses to End the Residency Agreement:

- I. The resident, or legal guardian if applicable, will notify the provider and service coordinator in writing of the intended termination of the residency agreement 90 calendar days prior to the proposed termination date.
- II. In cases where the behavior of the provider poses a serious threat of bodily harm to the resident or others living in the residence, or substantial damage to the residence or property:
 - a. The resident, or guardian if applicable, shall notify the service coordinator of the situation.
 - b. The provider shall receive 72 hours' notice before the proposed termination date.
- III. Upon receipt of notification in II. above, the Service Coordinator, or designee, shall:
 - a. Immediately convene a team meeting, in accordance with the requirements of He-M 503, within 24 hours to determine the appropriate course of action to ensure the resident's health and safety, and that the resident has access to an alternative safe residence, and
 - b. Ensure that the complaint procedure in He-M 202 is initiated.

Review of Residency Agreement (cont'd)

Signatures:

Individual/Resident

Date

Legal Guardian (if applicable)

Date

Provider

Date

Implementation Process

- The Residency Agreement can be found at:
 - <https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/nhresidencyagreement310adoptedrule.docx>
- Each individual living in a home and community-based setting that is owned or controlled by a provider agency, including enhanced family care, must have a Residency Agreement in place as soon as possible.
 - Let your regional liaison know if someone does not have a Residency Agreement by 10/31/2023.
- Residency Agreements will need to be updated annually or if someone moves:
 - Provider agencies will be responsible to complete a residency agreement with individuals.
 - Service coordinators will be responsible to check-in and ensure that the Residency Agreement is completed.
 - The first Residency Agreement
 - Annually and if there is a change in residence provider agency.



QUESTIONS?
