

## Section 2

# Program Agreement

### FORMS IN THIS SECTION

- **Program Agreement Form**
- **Due Process for Discharge**

### RELEVANT STANDARDS OF CARE

- **Protecting Residents' Rights**
- **Due Process and Termination of Services**
- **Resident Evictions**
- **Residents' Records**

## Introduction to Section 2

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### SECTION DESCRIPTION

This section includes a set of sample documents that can supplement a standard lease agreement. Most HIV housing programs operate with a standard lease agreement. The substance varies from locale to locale because they are based on prevailing local and state housing law. Usually it is supplied and updated by the management agent, local housing authority, or private landlord whose job it is to qualify a resident for the rental subsidies associated with the housing program.

Some service providers add their own rules and expectations pertaining to residents' behavior to the lease agreement; others attempt to achieve the same goals by developing a separate form listing violations of programmatic rules and regulations of their housing program that would result in termination or eviction.

In general, supplementary documents and lease amendments can be fraught with an array of legal complexities and dilemmas. Most experts interviewed for this workbook advise that sponsors of HIV supportive housing proceed cautiously on the terrain of landlord-tenant relations. Specific recommendations on how a housing provider can be ensured of obeying local landlord-tenant laws are beyond the scope of this document. However, the sample forms included in this section might serve as a point of departure for agencies interested in developing conservative practices for protecting their residents' tenant rights and, at the same time, developing a norm for acceptable behavior in a housing program. It is strongly recommended that any

sponsoring agency consult an attorney with the documents they have prepared. Furthermore, it is probably advisable to have an attorney at the agency's disposal for further consultation on these issues. An overview of the limits and benefits of such supplementary documents is reviewed in the "Understanding Key Elements..." sections below.

Sponsors may want to invite consumers to periodically review supplementary forms and offer changes and recommendations.

Supportive housing providers will need to develop and write down the guidelines for a due process that they intend to follow in situations where a participant is asked to leave a residence, as well as an appeal hearing process that applicants who have been denied housing can request. By requiring staff to follow an internal due process and an appeal hearing process, the provider is more likely to treat each resident with a reasonable, fair, and consistent standard. Once again, it is advisable to consult a legal expert in devising the specifics of these documents.

Also included in this section is a statement of consumer rights based on recommendations from the Standards of Care. Like the mission statement and programmatic goals in Section IV, the development of a statement of consumer rights also provides a powerful opportunity for residents or program participants to create a document which represents their standing in the delivery of services.

### MORE INFORMATION ABOUT SELECTED FORMS:

#### *Program Agreement Form*

This form can be used in conjunction with the lease agreement. It formalizes the expectations of the program and by signing

it; residents endorse the general protocol of the residential community into which they are entering. This agreement would also be the basis for termination from the program and for eventual eviction.

### ***Statement of Residents' Rights Form***

To balance power relations between the provider and consumer of a supportive housing program, it is also suggested that sponsors develop a set of residents' rights that can be written down, distributed, and generally used as standard for operations at the residence.

### ***Due Process for Discharge***

Some legal experts recommend that supportive housing providers develop and write down guidelines for a due process that they intend to follow in situations where a participant is asked to leave a residence, as well as an appeal hearing process that applicants who have been denied housing can request.

## **MORE INFORMATION ABOUT KEY ELEMENTS OF THE STANDARDS OF CARE:**

The Standards of Care are recommended best practices that have been established in every area of the provision of housing and supportive services. Standards that are particularly relevant to the topics in this section are identified and explained below.

### **STANDARD:**

#### **Protecting Residents Rights**

- When choosing to live in supportive housing, residents may need to comply with programmatic requirements. Nevertheless, most providers should identify themselves, first and foremost, as housing rather than as programmatic environments.

- Residents live in an environment which respects personal privacy, control over one's home, and a set of clearly-defined individual rights and responsibilities.

### **STANDARD: Due Process**

- The term "due process" refers to the specific series of notices a resident must receive prior to termination from services, including rental assistance. A due process must be followed to ensure the protection of residents' rights. Providers that receive certain forms of funding are mandated to follow such a process. A due process policy will help to preserve a provider's reputation for fairness with other residents and the wider consumer community.

### **STANDARD: Resident Evictions**

- HIV/AIDS supportive housing is unique in that it often includes a program and services; however, it does not usually differ from ordinary tenancies regarding how evictions must be handled. [Programs should consult legal counsel regarding state law.]
- State laws and regulations regarding eviction must be followed.
- The provider/landlord only pursues an eviction if it can verify that the resident has violated the lease and it is documented in writing.
- The provider/landlord does not force a resident to leave by turning off the power or changing the locks.
- The resident understand why s/he is being evicted, and due process is followed prior to evictions.

- ☑ Residents who leave a tenancy voluntarily are asked to sign an agreement to mutually terminate a lease. The resident has the legal right to reverse such a decision despite signing the agreement.
- ☑ The provider/landlord has legal counsel for the duration of the eviction proceedings.
- ☑ Expedited evictions can be pursued when it is indicated by the evidence.
- ☑ The provider maintains information about emergency resources to which residents can be referred if they are required to leave the housing program.

**STANDARD: Residents' Records**

- ☑ Standard program records are tailored to meet the precise need for information required by the provider and its funders, and are not excessively intrusive without programmatic necessity. The provider has a clear rationale for all information which is maintained in resident records.
- ☑ Programs have record keeping systems that are secure against inappropriate access.
- ☑ The provider has a policy for clients to review their records, upon request within a reasonable amount of time.

## Program Agreement Form

This agreement is a contract, which is an expression of mutual agreement between \_\_\_\_\_ and the \_\_\_\_\_ program. By signing this contract, I agree to abide by both the spirit and letter of the agreement in return for which this program will provide housing and associated supportive services.

### Terms

Name \_\_\_\_\_

I agree to the following terms:

1. To permit the staff from the agency that I am working with to communicate about my application.
2. To engage in a working relationship with my assigned case manager to design and monitor service and housing plans and to sign any necessary Releases of Information required for this purpose.
3. To participate in developing and adhering to an individual service plan.
4. To have regular and consistent contact with my assigned case manager regarding implementation of my service and housing plans and making ongoing adjustments as needed.
5. Upon moving into my new residence, I agree to the following provisions regarding my unit:
  - Payment of my monthly program fees to the program representative;
  - Proper maintenance of my apartment (such as timely removal of trash);
  - Respect the right of my neighbors to the quiet enjoyment of their units.
6. I also agree to refrain from engaging in the following activities in my unit or on the premises:
  - Drug dealing or trafficking
  - Threatening or physically violent behavior towards others, including family, guests, staff or neighbors
  - Theft or destruction of property
  - Prostitution
  - Arson
  - Unlawful possession of a weapon
6. I understand that this program is not liable or responsible for the loss or theft of my personal property on the premises of my new residence or liable for personal injury that takes place in the residence.
7. I understand that the staff of this program will keep confidential any information they know about my HIV status and related conditions unless I provide written consent.

8. I understand that the agency will need to share information internally and with other providers on an "as needed" basis. Therefore, I agree to sign any releases of information necessary to obtain services that I request or to implement the treatment that I and my assigned case manager may develop so long as those releases are limited exclusively for that purpose.
9. I will only admit persons into the building where I live who are known to me and whom I understand to be safe and non-threatening to me and others residing in the building. I understand that I am responsible for the behavior of persons I knowingly admit into my building or unit.
10. I agree to respect the privacy of other participants of this program and to keep confidential their identity, living address and any information I might acquire concerning their HIV status and related conditions.
11. I will execute legal documents, including a health care proxy, a will and/or other documents that will insure the rightful handling of my practical and health concerns and my personal property.
12. My rent portion, which I agree to pay by the 5<sup>th</sup> of each month to the sponsoring program representative by money order, is: \$ \_\_\_\_\_

13. The address of my apartment is:

\_\_\_\_\_

\_\_\_\_\_

My landlord

is: \_\_\_\_\_

Property Management

Contact: \_\_\_\_\_

Contact Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

14. I agree to only allow the following authorized household members to reside at my unit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Informed Consent**

I acknowledge that I have been provided the opportunity to ask any and all questions concerning this agreement. I (have read this agreement/have had this agreement read to me) in its entirety, I fully understand it, and agree to all its terms. Furthermore, I understand that if I can no longer comply with the above agreement, then my participation in the program and my housing assistance may be terminated. I understand and have received a copy of the program's grievance policy. I understand that guests can only stay in my unit up to 14 days without notification to and permission from the program.

Resident Signature:

Date:

Witness Name (printed):

Witness Signature:

Date:

## Due Process for Discharge

**Under certain circumstances, it may be determined that this program is no longer an appropriate and/or safe setting for a resident. This determination will be made in cases where:**

1. There are substantial violations of the residents' lease agreement or program agreement that cannot be resolved.
2. Needs or behaviors of a resident indicate a need for more intensive medical and/or psychiatric intervention than can adequately be provided by this setting.

**Due process for "discharging" a resident is as follows:**

1. An internal due process policy for requesting the termination of a resident's participation in services is in writing and is available to staff and residents.
2. In following due process, the provider includes the following steps and/or procedures in its warnings to residents:
  - The program director will meet with the resident to discuss the problem and give the resident an opportunity to communicate his/her perspective on the issue.
  - In the initial verbal warning, specific concerns are outlined by a senior staff member, and desired changes are specified.
  - In the first written warning, the history of concerns is described chronologically and in detail. Desired changes are specified within a specific time frame.
  - In the second written warning, the resident's failure to correct problems is conveyed. The warning indicates the likelihood that the residents will be asked to leave and offers an opportunity for the resident to meet with staff to express his or her perspective and mutually problem-solve.
  - In the final written notice, the resident is instructed that he/she is being terminated from services and that a legal eviction may follow. The provider offers assistance in securing an alternative place to live and notifies the resident of legal advocacy and representation available.
  - All steps of the due process are recorded in writing, and copies are maintained on file. Letters are mailed via certified mail.