

This "Residency Agreement" or "Agreement" is between Tenant _____ (name) ("Tenant") and Landlord/CILA Provider, CTF ILLINOIS ("CTF").

The residential unit is _____ ("Residential Unit").

The Residential Unit is located within the building at the following address:

_____ (the Home").

Does the Tenant have a guardian? YES NO

If the Tenant has a guardian, both Tenant and the guardian are responsible for reviewing, signing off, and assisting the person in complying with and entering into this Residency Agreement with CTF. List guardian information below:

| (Guardian Name) | (Address) | (Phone Number/Email) |
|-----------------|-----------|----------------------|
|-----------------|-----------|----------------------|

Term of Residency Agreement

CTF hereby enters into this Residency Agreement with the Tenant regarding the Residential Unit described above. This Agreement shall begin on _____ ("Occupancy Date"). The term shall be for one (1) year following the Occupancy Date, unless Tenant and/or Tenant's guardian requests for a voluntary early termination or CTF terminates per cause as described in the section "Ending Residency" (below).

Occupancy Composition

The Residential Unit is to be occupied as a residential dwelling. The Residential Unit has _____ bedrooms and _____ bathrooms. The Tenant will reside in a Residential Unit having (mark one): Single Bedroom Shared Bedroom

A. The entrance doors to the Home are lockable by the Tenant, with only appropriate staff and other tenants sharing the Home, having access to keys for entry. Tenant received a key/code for entry. **(Initial):** _____

B. The **Residential Unit's** assigned bedroom door is lockable by the individual, with only appropriate staff or roommates, if applicable, having access for entry. Access to Residential Unit by staff is limited to situations described within Attachment B of the Residency Agreement, the Tenant's Person-Centered Plan and Implementation Strategy, and emergencies where the health/safety/wellbeing of the Tenant or other tenants sharing the Residential Unit is jeopardized. Tenant received a key/code for entry.

(Initial): _____

The Tenant understands that any key assigned is their responsibility and, if lost, must notify CTF for a replacement at a cost of \$3.00.

This Home may use a video monitoring camera system. Cameras are located in the following locations: N/A Outdoor Cameras Medication Room Other (list below):

The Tenant is notified of this camera system and agrees to the use as listed.

(Initial): _____

Rent/Payments Due Under the Lease

As a condition of being a Medicaid Wavier CILA recipient, Tenant has agreed that 100% of Tenant’s Medicaid Waiver 24-hour Shift Staff CILA Support Determination Room and Board Rate and Tenant’s Social Security Benefit, minus \$60 for personal allowance use, is allocated toward room and board costs. The amount of rent is subject to change as determined by CTF in accordance with federal and state regulations during the term of this Agreement. No security deposit is required.

The Tenant agrees that CTF will receive Social Security benefit money via direct deposit for the sole purpose of being applied to the room and board fee set forth by Illinois Division of Developmental Disabilities.

All utilities, internet, Wi-Fi, and main TV streaming are included in the monthly room and board fees. TV streaming to a personal TV within your Residential Unit is an additional charge.

Room and Board As determined by Medicaid Waiver Rate and Social Security Benefits

Streaming Service \$ _____ (optional/for personal use in bedroom)

Other \$ _____ (list): _____

Total: \$ _____

Residential Unit furnishings, which include bed, dresser, and nightstand, are provided by CTF. The Tenant may furnish their own Residential Unit as outlined in Attachment A and Attachment B. All appliances and furnishing to the main/common living spaces are included at no extra cost.

The Tenant is responsible to pay for the repair or replacement cost for any material damage within the premise that was in direct relation to their action. The Tenant or guardian will be billed via an invoice and payment is expected upon receipt.

The Tenant/Tenant guardian understands this responsibility:

(Initial) _____

Failure to Report Changes and/or Misrepresentations: The Tenant agrees to report full and accurate information concerning Medicaid Waiver Status and Social Security Eligibility. If CTF determines that the Tenant did willfully and intentionally report inaccurate information or withhold information then CTF may terminate this Agreement.

Rights and Responsibilities

The Tenant is afforded individual rights per IL462-1201 and the Home and Community Based Settings Rule 42 CFR 441.301 (c) (4) (i-v), as further outlined on Attachment A.

Any modifications of the conditions in their rights will be supported by an assessed need and justified in the Tenant's Person-Centered Plan.

The Tenant has responsibilities to maintain their Residential Unit and not engage in activities that disrupt or potentially cause harm to other residents in the Home. These responsibilities are outlined in Attachment B.

Ending Residency

If the Tenant chooses to move and terminate this Agreement, the Tenant will:

- Contact their ISC/Case Manager for guidance, and
- Give at least a 60-day written notice to CTF by certified mail or personal delivery to the CEO, 18230 Orland Parkway, Orland Park Illinois 60467

CTF will ensure collaboration and cooperation with the ISC and new landlord/organization.

If CTF determines that it can no longer provide residency supports to the Tenant, the Tenant may be required to move, pending whether they appeal the decision and the outcome of the appeal. The Tenant has the right to appeal the decision.

If CTF chooses to terminate this Agreement, CTF will:

- notify the Tenant and/or guardian, if applicable, at the address listed above and the ISC Case Manager as defined by Rule 115 of its intent to terminate the Agreement in writing as least 60 days prior to termination, unless there is a known physical threat of harm to self or others.
- written notification will include the reason for this action, a summary of measures taken to minimize or eliminate the need for termination, why these measures failed to prevent the termination, and the Tenant's right to appeal.

CTF will comply with Rule 115 regarding the Tenant's right to seek a temporary order staying the termination of services, the grievance policy, the temporary services suspension, and services termination policy.

Tenant Signature: _____

Date: _____

Tenant's Legal Representative Signature: _____

Date: _____

CTF Representative Signature: _____

Date: _____

ATTACHMENT A

Notification of Certain Rights of Tenant and Acknowledgments

- A. As part of this Residency Agreement, you (i.e. Tenant) are afforded the rights as identified on form IL462-1201 Medicaid Home and Community Based Services Developmental Disability Waiver Rights of Individuals. IL462-1201 Rights of Individuals is a list of some of your rights under the Illinois Mental Health and Developmental Disabilities Code and other laws. IL 462-1201 Rights of Individuals will be shared and reviewed with you upon moving into the Residential Unit and annually thereafter. A signed copy of IL462-1201 will remain in your file and you will receive a copy for your records.
- B. Any modifications to your rights under the Residency Agreement will be documented in your Implementation Strategy.
- C. Your Residential Unit is operated by CTF. CTF offers you a Residency Agreement that allows you to rent space. This Agreement is a legally enforceable agreement between you and CTF. The Residency Agreement affords you at least the same responsibilities and protections from eviction that tenants have under the landlord/tenant law of the state, county, city, or other designated entity. The Agreement also affords you the right to appeal any termination notice.
 - i. You have the right to privacy in your Residential Unit:
 - a. Your Residential Unit has entrance doors lockable by you, with only appropriate staff having keys to doors.
 - b. Your Residential Unit has doors lockable by those occupying the Residential Unit with only appropriate staff having keys to the doors.
 - (i) Access to the Residential Unit by staff is limited to situations described within the Residential Agreement, Attachment B (Responsibilities of Tenant), and to emergencies where the health and safety of the occupant(s) is jeopardized.
 - c. If sharing a Residential Unit, you have a choice of a roommate.
 - d. You have the freedom to furnish and decorate the Residential Unit as long as decorations do not damage the unit. See Attachment B (Responsibilities of Tenant).
 - ii. You may have visitors at any time. Tenant responsibilities may be needed to protect the rights and privacy of others living in the Home. See Attachment B (Responsibilities of Tenant).

- iii. Your setting is physically accessible to you. In the event you experience any medical or physical changes and the Residential Unit is no longer accessible (per the professional opinion of a licensed architect) you may need to change residential location.

ATTACHMENT B

Responsibilities of Tenant

The Tenant is responsible for the following:

- A. To keep Residential Unit assigned in a clean and safe condition.
- B. To dispose of all garbage from the premises in a sanitary and safe manner.
- C. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, laundry, and other facilities.
- D. To refrain from destroying, defacing, damaging, or removing any part of the Residential Unit, Home, or related premises.
- E. No guest is allowed to stay over 25 hours unless approved by all housemates. No guest at any time can stay longer than 49 hours within a 90-day time period without housemate and Landlord approval.
 - i. All guests of the Tenant are responsible to supply their own food and drink unless formally invited to partake in a prepared meal.
 - ii. All guests of the Tenant are to follow the responsibilities as listed in this attachment, as well the Housemate Agreement as determined by housemates to ensure all housemates' privacy and rights are protected.
- F. That the Tenant and/or their guest shall not:
 - i. Engage in any criminal activity on the premises.
 - ii. Engage in any alcohol, drug abuse, or illegal drugs that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - iii. Smoke within the home or Residential Unit. Smoking is to only occur in the designated outdoor space with proper disposal in the identified container.
 - iv. Act or allow guests to act in a manner that will disturb the rights or comfort of other tenants or neighbors.
 - v. Act or permit guests to access other tenants' private rooms.
 - vi. Bring or permit a guest to bring, possess, or use an illegal or legal gun, firearm, firework, or to store explosives within the site or on CTF property.
- G. To refrain from keeping, maintaining, or boarding any animals of any nature in the home or premises without prior consent from CTF.
- H. To permit CTF entrance to the room, upon advance notification to the Tenant, for the purpose of performing periodic inventories, inspections, surveys, and routine maintenance and repairs.
- I. To promptly report to CTF any needed repairs to the room, home, or premises.

- J. To refrain from placing fixtures and signs, making repairs or alterations to the room or home, its equipment or appliances, ceiling fans, tv/satellite antennas or cables, wallpaper, wall tiles, contact paper, or door locks without CTF prior approval.
- K. To hold CTF harmless in instances where the Tenant's property is damaged, including carpet and rugs, unless CTF has been proven negligent with respect to the damage.
- L. To take reasonable precaution to prevent fires and to refrain from storing or keeping flammable materials in the room or on the premises.
- M. Not to disconnect, damage, or otherwise obstruct any smoke alarm, fire alarm, or sprinkler installed in the room or home from its proper operation and to report immediately to CTF upon becoming aware that a smoke alarm, fire alarm, or sprinkler is not properly operating.
- N. To leave the Residential Unit and premises upon vacating clean and in the same physical condition, including wall color, as when the Tenant moved into the Residential Unit, except for normal wear and tear, and to return the keys to CTF.
- O. Residential Units should be kept to following housekeeping standards
 - i. Walls should be free from holes that are greater than one inch in diameter
 - ii. Floors should be clean, dry, and free of hazards
 - iii. Trash shall be disposed of properly and not left in the room
 - iv. Food storage should be neat and clean without spilled food or drink
 - v. Dirty dishes should be washed and put away in the kitchen in a timely manner
 - vi. If assigned a private bathroom:
 - a. Toilet and tank should be clean
 - b. Tub and shower should be clean and free of mold and mildew
 - c. Shower curtains should be in place and of adequate length
 - d. Floor should be clean and dry
 - e. Towels and dirty clothes should be placed in appropriate containers