

**PARTICIPANT HOUSING PLAN
BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
AND
PROGRAM PARTICIPANT**

I. INTRODUCTION

This Participant Housing Plan (the “Housing Plan”) is entered into by and between the **District of Columbia, Department of Mental Health** (“DMH”) and, _____(the “Participant”) **on this _____ day of _____** pursuant to the Integrating Long Term Supports and Affordable Housing Grant administered through the DMH “Helping Hands for Your Home” Program (“Program”).

II. PROGRAM GOALS AND OBJECTIVES

DMH administers a pilot Program funded through a grant from the United States Department of Health and Human Services Centers for Medicare and Medicaid (“CMS”) to implement the Real Choice Systems Change Grant entitled “Integrating Long Term Supports and Affordable Housing” (“Grant”). The purpose of the Program is to provide housing, while improving access and coordination to long-term supports and independent living arrangements for: (1) dually diagnosed adults with mental illness and mental retardation /developmental disability; or (2) youth with mental illness who are transitioning out of foster care. DMH assists Participants in the Program by providing assistance with essential items (furniture, security deposit, and household items) and housing rental subsidies.

III. SCOPE OF SERVICES

The purpose of this Housing Plan is to assist the Participant in leasing an affordable, decent, safe and sanitary dwelling unit through the DMH Rental Assistance Program in accordance with the terms identified below. DMH and the Participant will follow all District and Federal regulations in disbursing funds under this Housing Plan.

A. DMH RESPONSIBILITIES

DMH shall:

1. Fund the Participant’s security deposit in an amount equal to the first month’s rent. Upon vacating the unit identified in Section IV., the balance of the security deposit (less any amounts retained by the landlord in accordance with the lease) will be returned to the DMH.
2. Purchase furniture for the housing unit identified in Section IV. The cost of furniture purchased by DMH shall not exceed two

thousand dollars (\$2,000.00). Furniture purchased by DMH shall remain the property of DMH.

3. Purchase household items for the consumer. The cost of household items purchased by DMH shall not exceed one thousand five hundred dollars (\$1,500.00). Household items purchased by DMH for the consumer shall remain the property of the consumer.
4. Pay for the cost to start utilities for the unit identified in Section IV. Such costs shall include connection-fees and deposits required to start utility services. The cost of utility start-up paid for by DMH shall not exceed two hundred fifty dollars (\$250.00).
5. Provide the Participant written notice of decisions or actions by DMH.
6. Each month, make rental assistance payments directly to the Landlord for payment of a portion of the rent due under the lease, on behalf of the Participant.
7. Not be responsible for paying the Tenant Rent.
8. Notify the Participant, in writing, of any changes in the Program, the Program's requirements, or the Participant's status in the Program.
9. Increase or decrease the amount of the Tenant Rent when notified of any change in family composition or income.
10. Not be responsible for any damages to the unit or common area, caused by the Participant or their guests.
12. Require the Participant to participate in Supportive Services designed to assist the Participant to secure ongoing housing opportunities that meet his or her personal goals and the coordination of community supports. DMH shall require the Participant to work closely with a Community Support Worker ("CSW") or Case Manager from a Core Service Agency ("CSA") who will verify cooperation and success at meeting the goals. Failure to work towards the goals of the Treatment Plan, remain actively engaged with the CSA or to cooperate with his/her CSW may result in termination from the Program.

13. Terminate the Participant from the Program if:
 - a. The Participant repeatedly violates Program Requirements, including this Housing Plan, or the terms and conditions of Participant's lease;
 - b. The Participant vacates the approved rental unit without notification or prior approval from the DMH;
 - c. The Participant is no longer eligible for the Program;
 - d. DMH determines that Program funding is not sufficient to support continued assistance for Participants in the Program;
 - e. The Participant voluntarily decides to no longer participate in the Program;
 - f. The Participant fails to meet the goals of his/her Housing Plan;
 - g. The Participant's services/treatment plan recommends a Living arrangement that is more restrictive than maintaining an individual apartment; or
 - h. The Participant is offered any other federal housing subsidy.

B. PARTICIPANT RESPONSIBILITIES

The Participant shall:

1. Comply with all terms, regulations, requirements and conditions of the Housing Plan, and the DMH Rental Subsidy Program (See Addendum A), throughout participation in the Program. Participant agrees that DMH or CMS may change Program requirements from time to time, however, the Participant shall be given written notice of any such changes. Failure to comply with Program requirements may result in suspension or termination from the Program.
2. Provide accurate and complete information to the DMH during participation in the Program.
3. Agree to sign a release of information, as needed, to allow DMH to share information for the purpose of coordinating services.

4. Disclose all income for each household member during recertification and as requested by DMH during participation in the Program. The Participant shall provide DMH with information documenting changes in the Participant's household income within five (5) days of any changes. Failure to provide such information may result in termination from the Program and required repayment of all rental payments made on his/her behalf based upon inaccurate information. The Participant understands that he/she shall be terminated from the Program if the household income exceeds allowable income levels pursuant to the DMH Rental Subsidy Program.
5. Inform the DMH of any change in the household composition, including the birth of a child or the court-awarded adoption or custody of a child. The Participant shall notify DMH immediately if the number of household members decreases. The Participant agrees that a change in household composition may result in an increase or decrease in the amount of the tenant's portion of the rent.
6. Agree that neither he/she, nor any member of the household, may receive any other federally funded housing subsidy at the same time or for the same or a different unit during participation in this Program. Such federally funded housing subsidy may include Short-Term Rental Assistance or the Housing Choice Voucher Program (formerly Section 8).
7. Agree that if a federally funded housing subsidy is made available to the Participant during participation in this Program, DMH shall discontinue funding for the rental subsidy.
8. Comply with all lease requirements.
9. Not own or have any other interest in the approved rental unit. The Participant must disclose if the rental unit owner is an immediate family member or has any other direct relationship to the Participant or household members.
10. Pay thirty percent (30%) of his or her income per month for rent ("Tenant Rent") by the date established in the lease, directly to the Participant's landlord. If the Tenant Rent payment is late, as defined by the Participant's lease, the Participant is responsible for any and all late payment penalties and legal fees that the landlord may impose under District law. The Participant agrees that DMH is not responsible for payment of Tenant Rent. Participant agrees

that non-payment of the Tenant Rent may result in termination from the Program.

11. Promptly notify DMH and the landlord if the Participant's Tenant Rent will be delayed or late.
12. Agree that all furniture in the unit that is paid for with Program Grant funds shall remain the property of DMH, and shall remain in the unit if the Participant is terminated or otherwise leaves the Program.
13. Provide proof of payment of the Tenant Rent upon request of DMH. Proof of payment may include: receipts from the landlord, cancelled checks, copies of money orders made out to the landlord, or a copy of the Participant's rental history from the landlord. The Participant agrees to keep proof of every rental payment and to provide such proof to the DMH on request.
14. Shall notify their Community Support Worker or DMH of any absence from the rental unit that will exceeds two weeks.
15. Agree not to terminate tenancy during the lease term unless the landlord agrees to release the Participant from the lease, and termination is approved by DMH.
16. Notify DMH and the landlord of intent to vacate the rental unit at least thirty (30) days prior to leaving. Such notification shall be made in writing and in accordance with the provisions of the lease. The Participant understands that breaking the lease or not securing prior approval to move may result in termination from the Program.
17. Be responsible for any and all damages to the unit or common area, beyond normal wear and tear, caused by the Participant or their guests.
18. Shall immediately notify DMH of any problems or conflicts that may arise between the Participant and the Participant's Landlord or Landlord's designee.
19. Allow DMH or its designee to inspect the rental unit monthly or anytime after reasonable notice. The Participant agrees to fully participate in any inspections of the rental unit. Before vacating the rental unit, the Participant agrees to perform a walk-through inspection with the DMH or its designee.

20. Participate in Supportive Services designed to assist the Participant to secure ongoing housing opportunities that meet his or her personal goals and the coordination of community supports. The Participant agrees to work closely with a Community Support Worker (“CSW”) or Case Manager from a Core Service Agency (“CSA”) who will verify cooperation and success at meeting the goals. Participant agrees that failure to work towards the goals of the Treatment Plan, remain actively engaged with the CSA or to cooperate with his/her CSW may result in termination from the Program.
21. Agree that DMH, the CSW, or their designee may conduct home visits to verify activities in meeting the goals of the Treatment/Service Plan and Program regulations.
22. Refrain from engaging in, or permitting any members of their household from engaging in, any unlawful activity (including illegal/illicit drug usage) including in, on, or about the rental unit, the common areas or grounds. The Participant understands that reports and/or documentation of violent or drug-related criminal activity shall result in immediate termination from participation in the Program.
23. Agree that neither he/she nor any members of the Participant’s household will commit fraud, bribery, or any other corrupt or criminal act in connection with the Program.
24. Use the rental unit for residential purposes only. The unit must be the Participant's only residence. The Participant Agrees that the Program does not permit paying guests or boarders to reside in the Participant’s unit; and that the Participant may not sublet the unit or assign the lease.

IV. PAYMENT

On the _____ **day of** _____ the Participant entered into a lease to rent a unit located at _____, requiring the Participant to pay rent in the amount of \$_____ per month (See attached Addendum B). Pursuant to this Housing Plan the Participant shall pay \$_____ per month of the total rent due, and DMH shall pay \$_____ per month of the total rent due, in accordance with the terms above.

V. CONFIDENTIALITY

DMH shall comply with the Mental Health Information Act, D.C. Official Code § 7-1200 et seq., regarding protection and disclosure of protected mental health information.

VI. TERM OF HOUSING PLAN

This Housing Plan shall expire one year from the date that all parties have signed this Housing Plan. DMH reserves the right to modify or terminate this Housing Plan in writing at any time, consistent with terms and conditions of the Housing Plan, and subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.).

VII. DISPUTES

The Participant may contest any DMH final action taken pursuant to this Housing Plan by filing a Grievance in accordance with D.C. Official Code § 7-1231.12.

VIII. DMH CONTACT

Questions regarding the “Helping Hands for Your Home” Program or this Housing Plan may be directed to:

Marshall Cusaac, Housing Specialist
Department of Mental Health
64 New York Ave, N.E. 4th Floor
Washington, D.C. 20002
Phone: (202) 671-3153

IX. SIGNATURES

By signing below, I acknowledge that I understand and agree to the requirements for participation in the “Helping Hands for Your Home” Program detailed above. I certify that any information I will provide during the course of my participation in the Program is accurate and complete to the best of my knowledge. I understand that knowingly supplying false or inaccurate information to the Department of Mental Health or violating one or more of the Program Requirements may result in suspension or termination from the Program.

PARTICIPANT:

Signature

Date

Printed Name

LEGAL GUARDIAN or REPRESENTATIVE (if applicable):

Signature

Date

Printed Name

Contact Number

Address: _____

REPRESENTATIVE PAYEE (if applicable):

Signature

Date

Printed Name

Contact Number

Address: _____
