



**SHELTER PLUS CARE
SHELTER PLUS CARE PROGRAM CONTRACT
AGREEMENT & GUIDELINES**

CONTRACT PARTIES

PARTICIPANTS

Sponsor Agency:

Name:

Westhab, Inc.
Shelter Plus Care Program
20 South Broadway
Yonkers, New York 10701
(914) 376-0063

Jane Doe

LEASE INFORMATION

Apartment Address:

444 Waverly Street

Yonkers, NY 10705

EFFECTIVE TIME PERIOD OF THIS CONTRACT

Initial 30-day

From: December 15, 2006

To: January 15, 2007

Contract Period

From: December 15, 2006

To: November 30, 2007

DATE OF CONTRACT:

December 15, 2006

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Prior to enrollment in the SPC Program (Shelter Plus Care) each participant must review and sign this contract. The purpose of this contract is to outline program guidelines, expectations, and procedures. Because your signature implies agreement and understanding, it is important that you review this carefully.

AGREEMENT made as of the _____xxxx_____ day of _____xxxxx_____ between

**The SPC Program (Shelter Plus Care) and Jane Doe
(participant)**

1. The SPC Program sponsors:
A supported housing program to serve eligible homeless families who are afflicted with a mental illness and/or substance abuse problems. These units are leased by Westhab, the sponsoring agency for the SPC Program). Occupants/residents will receive an array of support advocacy services to be delivered or arranged by the SPC Case Manager. These services include, but are not limited to the following: Linkage to vocational, educational, psychiatric, and medical services; skills teaching; crisis intervention.
2. The SPC Program is operated by Westhab, and funded by the United States Department of Housing and Urban Development (HUD) with funds disbursed by the Westchester Department of Community Mental Health. The SPC Program is mandated to meet the regulatory requirements of all involved agencies.
3. The provision of housing by the SPC Program to the participant or any arrangement by SPC Program to provide housing to the participant does not constitute the typical landlord-tenant relationship between the SPC Program and the participant.
4. The Program policies and practices adopted and followed by the SPC Program will conform to applicable laws, will recognize the participant's individual dignity and will respect the participant's privacy in a manner consistent with the common interests of all others in the residence.
5. If the participants materially breaches one or more obligation(s) and or the criteria for occupancy, the participant will be notified in person and in writing of the problem being provided 10 days to correct the problem. SPC Program staff will make every reasonable effort to assist the participant in complying with the obligation(s) and/or criteria for occupancy.
6. If the breach of obligation and/or criteria of occupancy is not corrected by the participant within the allotted time, the SPC Program has the authority to terminate this agreement. If the decision is made to terminate this agreement, the participant shall be notified in writing that the agreement will be terminated 30 days from the date of notification. Such notification must clearly outline the reasons for termination and the date of termination

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7. In the event that the occupant/participant breaches this agreement because of the commission of illegal acts, conduct towards others or conduct imminently dangerous to the health and safety of others. The SPC Program may terminate this agreement without notice to correct and without the 10 and 30 day periods referred to in paragraph 5 and 6. In this event, the discharge becomes final upon notification of termination.
8. In the event that the discharge becomes final and the participant fails or refuses to leave the premises, the SPC Program may elect to commence legal proceedings to evict the resident pursuant to Section Seven Hundred Thirteen of the Real Property Actions and Proceedings Act (Grounds where no Landlord/Tenant relationship exist.)
9. The participant is responsible for payment of all debts incurred while in the SPC Program. This includes the program fee which roughly equates to one-third of an individual's total monthly income in addition to their portion of the telephone bill and/or any other utilities required by the participant. Participant agrees to apply towards the program payment any public assistance funds and/or utilities to which the participant is entitled. The participant authorizes the SPC Program to directly receive funds from any disbursing public agency to use toward payment of the program fee. Any unpaid portion of the program fee which is not otherwise paid by a disbursing agency shall remain the participant's responsibility until fully paid.
10. Checks or money orders for the participant's rent payment are to be made to Westhab, Inc. (85 Executive Blvd Elmsford, NY 10523) by the 10th day of each month unless other payment arrangements have been previously made with Westhab.
11. Pets are not allowed to be kept in any SPC Program site.
12. I agree to abide by the SPC Program Contract Agreement & Guidelines conditions as stipulated. My signature on the SPC Program Contract signifies my agreement and understanding of the conditions.
13. I understand that the SPC Program has leased this apartment from the LANDLORD from _____xxx_____ month/day/year to _____xxxx_____ month/day/year. I further understand that the SPC Program will contract this apartment to me on a month to month basis.
14. I understand that my occupancy is limited to immediate family consisting of __x__, and no individual(s) other than myself and those family members listed on budget sheet may live in the unit. I understand that the right of free access to the unit is reserved only for myself and my family members on my budget sheet. With the exception of SPC Program staff and unit participants, no other individuals will have access to, or be provided with, copies of keys to the units.

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15. I understand that the apartment is leased by the SPC Programs sponsor, Westhab, and that any damages to the unit incurred by myself or guests is my responsibility. I understand that any intentional or careless damage will jeopardize my occupancy in the SPC Program.
16. I understand that any illegal activity or use of illegal substances may result in discharge from the program. Further, any threatening, aggressive assaultive, dangerous or illegal conduct may also result in discharge.
17. I understand that linkage with the mental health and substance abuse treatment system is a mandatory part of my long-term plan. Therefore, I agree to participate in relevant treatment program(s) of my choice so that I may receive benefits from these services. I understand that symptoms or behavior resulting from non-participation in treatment programs which have a negative effect on my neighbors or family members may jeopardize my occupancy in the SPC Programs.
18. I understand that one home visit a month as well as one office visit a month must be conducted with the SPC team.
19. I agree to notify SPC Program staff of ALL EMERGENCIES and PROBLEMS immediately.
20. I understand that I am responsible for maintaining a CLEAN unit. Along with my family members, I will ensure that the unit is kept in good order.
21. I understand that the SPC Program will evaluate the total value of my present income in order to calculate my share of rental payment. I further understand that the SPC Program can re-evaluate my income on an annual basis during the time that I am receiving housing assistance and can make program fee adjustments as needed. If there is a change in my financial situation during the lease period (see #13 above) I will notify the SPC Program within ten (10) days of that change. Failure to notify the program of a change in my financial circumstance will incur a repayment of all back program monies due.
22. I am aware that the monthly fee on my apartment for the period of xxxx
Is \$. I am also aware that the Shelter Plus Care Program will be responsible to pay the entire monthly contract rent and as the participant I will contribute towards the rent. I understand that this contribution represents my responsibility under the Section 8 Tenant Eligibility Program. At the present time I understand that the Shelter Plus Care Program will pay the rent directly to the LANDLORD through a separate agreement.

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23. The security payment for my apartment will not exceed one (1) month's fee (\$_____). My obligation for paying the security deposit will be determined at the time of occupancy and based upon my current financial resources.
24. I understand that the SPC Program is not obligated to perform landlord duties like building maintenance, repair, and the like. If the landlord fails to perform those duties, the participant must contact the SPC Program so negotiations can be started on addressing the problems on my behalf with the LANDLORD accordingly.
24. I understand that at no time am I directly to get in contact with the landlord for any reason but will instead notify the SPC Program so that the matter can be addressed. (24 hour # 965-0445)
25. I understand that except for emergencies or special circumstance, the Landlord and the SPC Case Manager may enter my apartment during reasonable hours following advance notice, or by my request. The SPC Case Manager is permitted to occasionally inspect my apartment with prior notice and will provide me with feedback regarding inspection results.
26. I am aware that the Landlord and the SPC Program have keys to my apartment and all interior doors. They will utilize those keys after consulting with me or in the case of an emergency or special circumstances. If I find it necessary to install additional locks on any of the apartment doors, I will notify the SPC Case Manager of my intention to do so, and provide copies to Westhab within 48 hours of the change.
27. I agree that when the CONTRACT ends, my apartment will be returned to the same condition, except for normal wear and tear as it was in the beginning of the CONTRACT.
28. I understand that the CONTRACT Agreement may be terminated if I do not live up to the terms of this contract and the SPC Program as follows:
- A. The SPC Program will notify me in writing requesting my compliance terms of the lease within a ten (10) day period.
 - B. A second written request will be sent stipulating that the contract will be terminated thirty (30) days after this second notice is postmarked.
 - C. I have the right to an administrative review of the decision where I will be given the opportunity to express any objections I may have to the decision made regarding the discontinuation of my participation in the SPC Program.

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- D. Upon termination of the CONTRACT Agreement, I understand that I will leave the apartment and return all keys to the SPC Program.
- E. I further understand that if I wish to end the CONTRACT Agreement for any reason, my WRITTEN REQUEST must be submitted to the SPC Program THIRTY (30) DAYS PRIOR TO MY LEAVING THE PREMISES.

- 29. I understand that if I need to be admitted to an inpatient program for any reason, the SPC Program will “hold” my apartment for up to ninety (90) days. I also understand that I am responsible for my share of the rent while in the inpatient program. After a successful inpatient discharge, I agree to continue in appropriate outpatient treatment enabling me to return to my apartment.
- 30. Furniture owned by Westhab, Inc. must remain in apartment after participant vacates premises.
- 31. Do not use ovens to heat the apartment.
- 32. Provide adequate care and supervision of children: no hanging out in front of building. No sitting on window ledges or fire escapes. Use window locks properly to ensure family safety.
- 33. No buzzing of any one into building, without knowing who they are.
- 34. All garbage must be disposed of properly. The entrance, hallway, and stairway areas must not be blocked in any way or used for purposes other than entering and exiting from apartment building.

I HAVE READ, UNDERSTAND, AND AGREE TO LIVE BY THE TERMS OF THIS AGREEMENT. I FURTHER UNDERSTAND THAT THE LEASE PROVISIONS ARE PART OF THE CONTRACT AGREEMENT AND APPLY EQUALLY TO ME AND THE SHELTER PLUS CARE PROGRAM TO ABIDE BY

Participant’s Signature

Date

Shelter Plus Care Case Manager

Date

Witness /Title

Date