



Acknowledgement of Certain Rights and Protections Related to Residency

Individual's Name

Program

This document informs individuals and guardians of their rights and protections when receiving support in a residential setting that is owned, leased, or otherwise controlled by Amego, Inc.

A signature below reflects that this information was provided to you as part of our effort to ensure that individuals and guardians are aware of these protections. Agreement is not required to receive these protections: individuals have these protections by virtue of receiving residential services through Amego, Inc., and there is no obligation to provide a statement of agreement in order to receive such protections. These protections exist for as long as you are receiving our residential service.

Amego, Inc. only provides housing as one of the components of an integrated residential service which provides a constellation of supports, and there is no possibility to rent, lease or otherwise occupy an Amego, Inc. residence apart from receiving residential services. Therefore, there is no landlord/tenant relationship, and no obligation to provide or continue to provide housing apart from the residential services, any more than there would be after discharge from a rehabilitation facility.

In conjunction with 115 CMR 6.63, which is the subsection of DDS regulations which govern transfers between residential settings, the following paragraph describes certain specific protections regarding eviction from a property owned or leased by Amego, Inc. This is neither exhaustive nor definitive; there may be additional rights and protections besides the ones outlined below.

Individuals who live in settings controlled by Amego, Inc. and because they receive residential services through the Massachusetts Department of Developmental Services, are not required to reside for any particular period, and are free to leave (move out) voluntarily at any time without advance notice. In addition, they are free from arbitrary eviction. Any effort to relocate them from their current residence shall take place either under the DDS transfer regulations or in a structurally similar manner that grants similar protections. These protections include being provided with 45 days advance written notice of the intention to relocate, and the right to object to the move, including the right of appeal and right to stay in the home pending an adjudicatory proceeding with the Division of Administrative Law Appeals held pursuant to 115 CMR 6.63(4).

Emergencies are a different matter, as stipulated in 115 CMR 6.63 (5): "Where the proposed transfer is in response to circumstances that pose an emergency involving serious or immediate threat to the health or safety of the individual or others, the transfer may be made immediately". With the exception of giving advance notice, the other standards shall apply to the extent possible.

By signing below, you acknowledge that you were provided with this notice.

Signature of Responsible Person: _____

Print Name of Responsible Person: _____

Relationship to individual: _____

Date: _____