**MEMORANDUM OF UNDERSTANDING & AGREEMENT**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**&**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# SECTION I – BACKGROUND AND INTENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

agrees on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to assist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to provide access to supportive

services (as defined in Section II) to the targeted special needs population residing at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to market these \_\_\_\_\_\_\_\_ (number of units) set-aside units to the targeted

special needs population.

**WHEREAS,** this sole purpose of this Memorandum of Understanding (MOU) is to encourage complete cooperation between the Housing Provider (HP) and the Social Services Provider (SSP) and to further detail the separate and distinct roles and responsibilities of each party;

**WHEREAS,** the (HP) will make available ­­­\_\_\_\_\_\_ units of affordable low-income housing to individuals with developmental disabilities who are also able to live independently with supportive services, but do not require any type of supervised living setting;

**WHEREAS,** the (SSP) agrees to provide supportive services to these residents and has trained and experienced, experienced staff, who will work with the targeted population;

**WHEREAS**, the parties have agreed to work cooperatively as a team to meet the needs of these residents and understand the critical level of communication that it is needed to make this project extremely successful;

WHEREAS, it is understood that (SSP) does not plan to offer full-service case management (i.e., psycho-social, nursing, and/or social services), they will assist those tenants in need of these services in linking with appropriate providers;

WHEREAS, tenants voluntarily participate in the services provided by (SSP);

WHEREAS, Property Management Company (PM) provides property and asset management services and (HP) will contract with PMC to manage and maintain the property;

**NOW, THEREFORE,** the following represents the understanding of both parties regarding their respective roles and responsibilities and both parties agree, therefore, that it is in the best interests of all concerned to enter into this MOU.

***Definitions***

For the purposes of this Memorandum of Understanding, "supportive services" means services provided to residents for the purpose of enhancing the residents' ability to maintain independent living. Supportive services must address the special needs of the residents to be served. These services may include: (a) medical and psychological case management; (b) benefits advocacy and income support assistance such as SSI, AFDC, GA, food stamps, Social Security; (c) money management/payee services; (d) nutritional counseling; and (e) assistance in obtaining other resources and support for residents such as child care, transportation, job training and job placement. These services may be provided directly or by arrangement with other service providers.

For the purposes of this Memorandum of Understanding, a "disabled person" is defined as a person with a physical, mental or emotional impairment which is expected to be of long, continued and indefinite duration, which substantially impedes the person's ability to live independently, and which is of a nature that such ability could be improved by more suitable housing conditions. It is intended that this definition be consistent with HUD's definition of a person with a disability.

For the purposes of this Memorandum of Understanding, "very low income" is defined as households with incomes 30% or below the median income for Anywhere County. It is intended that this definition be consistent with HUD's definition of extremely low income.

# *Guiding Principles*

# WHEREAS, all parties under this Memorandum of Understanding jointly recognize that tenants with low incomes and/or disabilities are diverse in terms of their strengths, motivation, goals, backgrounds, needs and disabilities;

# • Tenants with low incomes and/or disabilities are members of the community with all the rights, privileges, opportunities accorded to the greater community;

# • Tenants with low incomes and/or disabilities have the right to meaningful choices in matters affecting their lives;

# • In designing and implementing services, the input of the tenant should be sought; and,

# • Not all persons living at the property/project will need to be clients of SSP or linked to support services in order to live successfully.

# SECTION II – DESCRIPTION OF (SSP) SERVICES TO HOUSING PROVIDER

1. Scope of Services: In accordance with the Social Services Plan, \_\_\_\_\_\_\_\_\_ (amount determined by caseload ratio) coordinating case manager, employed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, will be responsible for coordinating the delivery of services for both the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and other providers, if applicable:
   * 1. Provide community and social service linkages to residents upon request or as needed;
     2. Assist in developing screening criteria for tenant eligibility and occupancy;
     3. Assist in identifying and referring individuals with developmental disabilities in need of affordable, independent housing to the property manager, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
     4. Assist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, property manager, in screening all potential tenants, specifically, assessing tenants’ ability to live independently;
     5. Perform the following program support services functions:
        1. Prove case management services, which may include,
           1. Behavioral assessment and stabilization;
           2. Rehabilitation, vocational and employment assistance;
           3. General health and dental services;
           4. Income support and benefits;
           5. Self-care and awareness
           6. Household maintenance and safety; and
           7. Community awareness and integration.
        2. Conduct an initial needs assessment and develop an individual self- sufficiency plan for each person with special needs, including a periodic evaluation and update of the service plan as the needs of the residents change.
        3. Refer residents, when needed or upon request, to treatment services or other needed social services.
        4. Provide crisis intervention as needed and when requested by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, property manager, or provide consultation in the management of disputes or differences between residents and property management.
        5. Assist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, property manager, in household disputes and in conflict resolution.
        6. Assist residents in understanding their rights and responsibilities under a tenant lease arrangement. This includes the explanation of the evictions and appeal process.
        7. Consistent with individuals’ rights and principals, as well as, the principals of Supportive Housing, it is understood that referrals and other services will be made available to all of the residents with special needs. (SSP) will take no action in making referrals or providing services without the agreement of the individual except when it appears, in their judgment, necessary to do so to protect the individual or others form serious harm.
     6. Provide the following administrative services:
        1. Keep all records regarding program support services as required by Federal and State regulations and those of other funding sources.
        2. Cooperate with \_\_\_\_\_\_\_\_\_\_\_\_\_\_, housing provider in monitoring and/or conducting audits or other reporting requirements with respect to project funders.
        3. Assist in the development of House Rules with the housing provider.
     7. Provide the following marketing tasks:

Upon notification from (HP) that there are vacancies available for the targeted population, (SSP) will perform the following:

* + - 1. Immediately communicate apartment availability to (SSP) staff and potential residents to determine if any existing individuals with special needs are suitable for the unit(s);
      2. if no potential residents exist at this point in time, (SSP) shall inform the New Jersey Department of Human Services, Division of Developmental Disabilities of the availability of said unit(s).

It is further understood by the parties that, should there be no appropriate referrals at the time of the vacancy; the owner can rent the apartment to the next individual on the building’s regular waiting list. However, the next available unit must then be offered to the next appropriate individual on the (SSP) referral/waiting list for their specific population until all of the set-aside units are filled and always maintained for the term of the mortgage.

SECTION III. – DESCRIPTION OF THE ROLES AND RESPONSIBILITIES OF THE HOUSING PROVIDER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, housing provider, is strictly the developer and owner of the housing development, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and will be responsible for asset management and overseeing the ongoing duties of repair, maintenance, management and operation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the project. Many of the duties will be contracted with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the management company.

The Housing Provider will directly:

1. Ensure that all regulatory and funding requirements are met.
2. Prepare all budgets and cost estimates related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the housing development.
3. Arrange for all required liability and property insurance for the housing development;
4. Pay all taxes associated with the housing development.
5. Oversee the contract and duties of the management company.

SECTION IV – DESCRIPTION OF THE ROLES AND RESPONSIBLILITIES OF THE PROPERTY MANAGEMENT COMPANY

In accordance with the Social Services and Property Management Plan, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the property management company, will provide the following management activities:

1. Determine eligibility of tenants.
2. Pay project bills.
3. Provide monthly financial reports and any other required information to the (HP) for regulatory and funding agencies;
4. maintain a fully leased building with the assistance of the (SSP);
5. carry out rent collections and administration;
6. oversee tenant relations with management with respect to:
   1. Notices
   2. Evictions
   3. Enforcement of house rules, policies and procedures;
7. provide building and equipment maintenance and repair;
8. provide security;
9. provide janitorial services (common areas only); and
10. provide capital improvements including acquisition and maintenance of building-wide common areas’ furnishings.

NOTE: The (HP) and \_\_\_\_\_\_\_\_\_(property management company) will enter into a property management agreement which further details these activities.

***Funding***

**(SSP) currently has the funds to provide the supportive services identified in this Memorandum of Understanding and anticipates continuation of this funding. (SSP) is committed to providing appropriate and exceptional services to the tenants of {Project Name} and is committed to providing these services over the long-term, pending available resources. Where necessary, (HP) and (SSP) will co-apply for service funds.**

**It is understood that (HP’s) responsibilities as defined in this Memorandum of Understanding are contingent upon continued and expanded funding. While it is impossible to guarantee continued funding or secure such guarantees from ESI's funding sources, it is expected that the Coordinated Housing Program's operating budget will be stable and may increase over the next five years. The objective of (SSP) Coordinated Housing Program (CHP) is to ensure that all persons living with AIDS/HIV in Anywhere County have a decent, affordable, permanent place to live which supports their ability to access medical care and support services. CHP currently operates at an annual budget of $425,000 and is funded through a series of contracts administered through the county's AIDS programs. More specifically, this money comes from contracts with the HIV/AIDS Services Division of Anywhere County's Health Care Services Agency, the Anywhere County component of the Ryan White Title I C.A.R.E. Planning Council, Anywhere County's Housing and Community Development Program (Housing Opportunities for People with AIDS and Emergency Shelter Program) and private donations. The coordinating case manager and supportive services identified in this Memorandum of Understanding will be funded under existing contracts and continue so long as the same contract level is renewed.**

**SECTION V – General Terms**

1. **This Agreement** is dependent upon project completion. It is understood by both the (HP) and the (SSP) that any marketing and services provided are in conjunction with the full funding, development and completion of the housing development. If, for any reason, the project is not completed, neither party will be responsible for meeting the obligations of this Agreement.
2. **TERMS –** This Agreement is effective as of the last date recorded on the signature page of this Agreement between the parties and will automatically be renewed on an annual basis with the same terms and conditioned unless amended by the parties or terminated under the termination section as outlined below. It is also understood that the provision of services by the SSP is dependent upon the approval of the annual appropriations of the State Budget, as with all State contracts.

1. **Fees / Costs** – It is also understood that all services provided by the (SSP) to the residents with special needs of this development are to be provided at no cost to either the (HP) or the housing development and that these services are an extension of the (SSP) mission to empower those with special needs to lead more productive lives.
2. **Termination** – Either party may terminate this Agreement by giving the other party three (3) months prior written notice. However, it will be the responsibility of both the owner, in conjunction with the social services provider, to find a new service provider, with the understanding that this Agreement will not terminate between either party until such time as a replacement provider is found and established under contract. The party wishing to terminate this Agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Again, under these circumstances, the termination of this Agreement will not expire until a replacement service provider is found and established under contract.
3. **Confidentiality** – The (HP) and the (SSP) agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party’s operations related to this project. The (HP) and the Property Management Company agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a breach of this Agreement. Where appropriate, resident releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.
4. **Amendments**: This Agreement may be amended only in writing and authorized by the designated representatives of the parties.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Housing Provider

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Services Provider