

# MEMORANDUM OF UNDERSTANDING

BETWEEN

DEVELOPMENT NAME  
AS REPRESENTED BY (MANAGEMENT COMPANY)  
AND  
(LEAD AGENCY)  
AND  
(SERVICE/REFERRING AGENCY(S))

## I. INTRODUCTION

**THIS AGREEMENT** for management and supportive services is entered into between \_\_\_\_\_ (Owner) as represented by \_\_\_\_\_ (here in after referred to as the "Management"), and the \_\_\_\_\_ (here in after referred to as the "Lead Agency" and \_\_\_\_\_ (here in after referred to as the "Service/Referring Agency").

**WHEREAS**, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Owner/Management, Lead and Service/Referring Agency as well as other partners; and to identify the respective roles and responsibilities of each partner; and

**WHEREAS**, the Lead Agency with assistance from the Referring Agency proposes to provide referrals and coordinate the services for up to \_\_\_\_ eligible tenants residing in the Permanent Supportive Housing Units; and

**WHEREAS**, the Lead and Service/Referring Agency, and Partners understand each eligible tenant requires the coordination and delivery of individualized supportive services that help the tenant live independently and with dignity; and

**WHEREAS**, the Lead and Service/Referring Agency and other Providers agree to provide services as specified in the attached documents labeled "Attachment #2 Roles and Responsibilities" which are incorporated by reference in the Agreement and made a part hereof; and,

**WHEREAS**, eligible tenants will voluntarily access supportive services made available by the Lead and Service/Referring Agency and other community services that may be available for the benefit of the tenant.

**THEREFORE**, the Management, Lead and Service/Referring Agencies agree it is in the best interest of all concerned to enter into this Memorandum of Understanding.

## **II. DEFINITIONS**

- A. **Eligible Tenant** -- for the purpose of this Memorandum of Understanding, eligible Permanent Supportive Housing (PSH) tenants are households with gross household incomes at or below 30% AMI and meet at least one of the following PSH target populations as checked below:

☐ Special Needs  
☐ Chronically Homeless

Homeless Categories

- ☐ 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence  
☐ 2. An individual or family who will imminently lose their primary nighttime residence  
☐ 3. Not available for use  
☐ 4. An individual or family fleeing or is attempting to flee, domestic violence, sexual assault, stalking or other dangerous or life-threatening conditions.

### **B. Supportive Services**

For the purpose of this Memorandum of Understanding, “**supportive services**” means services provided to eligible tenants to increase the tenant's ability to successfully live independently. Supportive services must address the unique needs of each tenant served, and services must be voluntary. Examples of supportive services include, but are not limited to: case management/service coordination, entitlement benefits advocacy, money management/payee services, counseling, substance abuse treatment, and help accessing community resources such as job training, literacy services, legal assistance, and transportation.

## **III. ELIGIBILITY DETERMINATION**

- A. **Tenant Eligibility** -- Eligibility for this project will be based on both target population status and income level as described in Section II. The Lead Agency will assist with identifying eligible tenant referrals and will be asked to assist with the waiting list and application process,

including the completion of standard forms and releases to share and/or request information from the Lead Agency or Service Partners.

- B. Tenant Selection -- While the Property Management Company, Lead Agency, and Service/Referral Partner(s) will respect and seek input from each other, in the case of disagreement over tenant selection, Management will make the final determination of occupancy. Standards will be established that reflect a commitment to housing very low-income Permanent Supportive Housing target populations outlined in Section II.

#### **IV. GUIDING PRINCIPLES**

All parties under this Memorandum of Understanding recognize that eligible tenants who have low incomes (at or below 30% AMI) are unique in terms of their assets, motivation, goals, backgrounds, and needs. As such, the parties acknowledge the following:

- Eligible tenants are members of the community with all the rights, privileges, and opportunities afforded the greater community.
- Eligible tenants have a right to privacy, and the right to determine for themselves matters affecting their lives.
- Eligible tenants need to have input in determining the supportive services that will help them live independently.

#### **V. MANAGEMENT RESPONSIBILITIES –** Management has overall responsibility for providing, maintaining and operating the PSH Units. Specific tasks related to implementing the permanent supportive housing component include, but are not limited to:

- A. Enter into, and maintain a Memorandum of Understanding with a Lead and Referring Agency.
- B. Negotiate reasonable accommodations to facilitate the admittance and retention of Tenants of Targeted Units.
- C. Implement and maintain a communications plan between Management, Lead Agency and Referring/Service Partner(s) that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period.
- D. Develop and maintain a Plan with the Lead Agency and Service Partner(s) that describes the procedures to be used to help Tenants apply for, get accepted, and maintain tenancy in a Targeted Unit.
- E. Maintain a rent structure for Targeted Units that is affordable for Tenants at or below 30% AMI.

- F. Help the Lead Agency, Referring/Service Partner(s) and applicants understand the rent structure for Targeted Units, and how rental assistance can be accessed.
- G. Affirmatively market to eligible Tenants, and maintain a record of those efforts.
- H. Execute all pertinent documents to create a valid tenancy with the Tenant.
- I. Notify the Lead Agency as to the disposition of applications for PSH Units, and consider requests for Reasonable Accommodations for those not accepted.
- J. Develop working relationships with the Lead Agency, Referring/Service Partner(s), and other members of the local services community.
- K. Notify the Lead Agency regarding anticipated and actual vacancies in PSH Units, such as prior to commencement of pre-leasing or upon receipt of intent to vacant PSH Units.
- L. Contact the Lead Agency with questions regarding an application for a PSH Unit, or issues that may arise with Tenants.

**VI. LEAD AGENCY RESPONSIBILITIES** – The Lead Agency assists Management with the recruitment and selection of Tenants for the PSH Units. The Lead Agency has the primary responsibility to help identify the need for supportive services, and implement the means to access them. Duties include, but are not limited to:

- A. Act as a provider, coordinator or referral agent for the range of community services available for Tenants.
- B. Refer potential applicants to Management for PSH Units.
- C. Assist potential applicants for PSH Units in the waiting list application and application process, directly or in collaboration with a Service/Referral Partner.
- D. Help assess PSH Tenant needs and develop a plan for supportive services needed to live independently and successfully in a PSH Unit, directly or in collaboration with a Service/Referral Partner.
- E. Provide direct services to PSH Tenants, or help them apply for and access other community services.
- F. Act as the point of contact with Management over the life of the project.
- G. Assist Management and PSH Tenants in resolving problems or issues that could lead to evictions, directly or collaboration with a Service Partner.

## **VII. COMMUNICATION PLAN**

- A. The Owner, Management, Lead Agency and Service/Referral Partner(s) will each designate a primary and secondary individual to receive official communication regarding this project and the roles and responsibilities outlined in this MOU. Contact information, including business phone numbers, fax numbers, email addresses and business addresses will be exchanged between all three parties. Any change in status of the primary or secondary individual, or any change of the contact information, will be updated and exchanged between all three parties.
- B. Eviction prevention is one of the objectives of the communication plan and all parties should collaboratively identify and work together to find resolutions when possible to avoid eviction when concerns or issues arise that could result in the loss of housing for the supportive housing tenant.

#### **VIII. AFFORDABILITY**

- A. The PSH Units will be available to eligible tenants at an affordable rent level in accordance with program funding sources.

#### **IX. FUNDING**

- A. The Owner, Lead Agency and Service/Referring Partner(s) have funding to provide the supportive services identified in this Memorandum of Understanding and anticipates the continuation of this funding. The Lead Agency and Service Partner(s) are committed to providing appropriate, exceptional services to eligible tenants and is committed to providing these services over the long-term, pending available resources; and
- B. It is understood that the roles and responsibilities as committed by the Lead Agency and Service/Referring Partner(s), and as defined in this Memorandum of Understanding, are contingent upon continued funding. While it is impossible to guarantee continued funding (or secure guarantees from funding sources), it is expected that the operating budget of the Lead Agency and Service Partner(s) will remain stable over the long-term;

#### **X. TERM**

This Agreement will be in effect from January 1 through December 31, 20\_\_\_. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual

termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

#### **XI. TERMINATION**

Management, Lead Agency and Service/Referring Partner(s) may terminate their participation with this Agreement for any reason by giving sixty (60) days written notice prior to the termination of services.

#### **XII. CONFIDENTIALITY**

Management, Lead Agency and Service/Referring Partner(s) acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the project. Both agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible tenant's confidential information will be handled with the utmost discretion and judgment.

#### **XIII. NONDISCRIMINATION**

There will be no discrimination of any eligible tenant on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of supportive services.

#### **XIV. SEVERABILITY**

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

#### **XV. AMENDMENTS**

This Agreement may be amended only with the mutual consent of the Management, Lead Agency and Service/Referring Partner(s).

#### **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**

The persons signing this Agreement on behalf of Management, Lead Agency, and Service/Referring Provider(s) hereto certify by said signatures that they are duly authorized to sign this Agreement.

**For the Property Management Company**

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

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

**For the Lead Agency**

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

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

Executive Director,

**For the Service/Referring Partners**

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

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

Executive Director,

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

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

Executive Director,

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

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

Executive Director,

## **Attachment 1: Participating Organizations Contact Information**

**A. Owner**

**B. Management Company**

**C. Lead Agency**

**D. Referring Agency**



## **Attachment 2: Roles and Responsibilities**

**Organization: Owner/Management**

**NOTE: to be completed in additional information is required.**

### **Attachment 3: Roles and Responsibilities**

**Organization: Lead Agency**