



ADDENDUM VI

Permanent Supportive Housing Inclusion Plan Requirements

2012 ADDENDUM VI – PSH INCLUSION PLAN REQUIREMENTS

TABLE OF CONTENTS

I. Overview 3

II. Roles and Responsibilities 3

 A. Lead Agency 4

 B. Management 4

 C. MSHDA's Contracted Housing Agent 5

III. Inclusion Plan/Memorandum of Understanding 5

IV. Targeted Populations 6

 A. Special Need 7

 B. Homeless 7

 C. Domestic Violence Survivor and/or Their Families 7

 1. Domestic Violence (DV) 7

 2. Intimate Partner Violence (IPV) 8

 D. Chronically Homeless 8

 E. Homeless Youth or Youth aging out of Foster Care 8

V. Eligibility for a Targeted Unit 8

VI. Processing Referrals to Targeted Units 9

 A. Lease-Up and Unit Mix 9

 B. "Safety Valve" to Allow for Project Viability 9

 C. Waiting List 10

VII. Federal Project-based Rental Assistance 11

ATTACHMENT A 12

ATTACHMENT B 16

Addendum VI
Permanent Supportive Housing Inclusion Plan Requirements
Required to meet 10% Supportive Housing General Threshold

I. Overview

LIHTC projects that received a competitive allocation under the 2012 Qualified Allocation Plan (“QAP”) are required to set aside 10% of the family units in the project for Permanent Supportive Housing units (Targeted Units). To qualify as a Targeted Unit potential residents must be referred by a local human service agency (“Lead Agency”) pursuant to the requirements outlined in the Inclusion Plan/MOU. Projects are not required to provide onsite supportive services or a services coordinator; and participation in supportive services may not be a condition of tenancy. The cost of services are not an eligible project cost; however the sponsor may establish a service fund escrow if funded from a source approved by MSHDA.

Within 60 days after the award of Low Income Housing Tax Credits (“LIHTC”), owners must submit an Inclusion Plan/MOU to MSHDA that identifies a Lead Agency to coordinate referrals to the Targeted Units. The Targeted Units do not establish an upper limit for the number of Supportive Housing tenants who meet the definition of Supportive Housing tenants as defined below. Supportive Housing tenants who can afford the rent and/or have their own Section 8 rental assistance should be encouraged to apply to the project as any other tenant without being referred by the Lead Agency.

II. Roles and Responsibilities

Core to making PSH work is a proper allocation of the 'new' roles (to a rental apartment) of the servicer provider and referring agency.

- Owners and managers must hold PSH units available for PSH applicants sent to them by Lead Agencies. (Details are provided below.)
- All PSH tenants must pay the same rent and abide by the same conditions of occupancy as other tenants. Subsidy, if not attached to the apartment and necessary for the resident to afford the apartment, must accompany the PSH tenant.
- Service provision (and funding for such services) is not the owner or manager's responsibility; it is that of the servicer provider.

These roles require collaboration documented in a Memorandum of Understanding (MOU) among the applicant, management agent and service organization detailing the services that will be provided. Owners and management agents will partner with service organizations skilled in servicing Supportive Housing Tenants. MSHDA will coordinate and assist applicants in identifying quality service organizations and will also facilitate the execution of the MOU.

Owners and/or management companies (“Management”) and a Lead Agency will enter into a Memorandum of Understanding (“MOU”) specifying:

- 1) The Lead Agency will make supportive services available to the applicant(s) and/or act as referral agent for other community services as needed,
- 2) The willingness of all parties to negotiate reasonable accommodations to facilitate the admittance and retention of Supportive Housing tenants,
- 3) A communications plan between the Lead Agency and Management that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period, and
- 4) Acknowledgment of the property's rent structure and a description of how Supportive Housing tenants may access rental assistance, should they require it, to afford the apartment rents.

A. Lead Agency

The Lead Agency agrees to act as a provider, coordinator or referral agent for the range of community services available to Supportive Housing tenants in their communities.

Individual property managers will develop their own working relationships with the local services community; however, to minimize Management involvement with individual service needs, Lead Agencies have also agreed to act as the point of contact with the Management over the life of the project.

Unavailability of Service Provider – In some instances a local Lead Agency may not be available to service the project due to the location of the project, funding availability, etc. If the owner needs assistance with identifying a Lead Agency to complete this requirement, the owner must contact the Rental Development and Homeless Initiatives Division within 14 days after the award of LIHTC. MSHDA's Supportive Housing staff will provide technical assistance and contact information for the local Continuum of Care Chairperson, if necessary. In lieu of contacting MSHDA staff, owners may also use the following link to search for the Continuum of Care Chairperson located in the area of their project: [Continuum of Care Contact List](#).

MSHDA has the authority to extend the deadline for the Inclusion Plan, or waive this requirement altogether, if the owner has made contact with the Rental Development and Homeless Initiatives Division as indicated above and has made a good faith effort to meet this requirement.

B. Management

Management will screen each referral, applying the same criteria used for all other applicants. Referred households must be program eligible (income, student status) and project eligible (elderly, non-elderly, household size, creditworthy, criminal background). Management will notify the applicant and Lead Agency as to whether the household's application is approved, placed on a waiting list, or rejected (reason must be disclosed). If the household doesn't meet the project's screening criteria, Management will consider requests for reasonable accommodations and communicate with the Lead Agency which may assist the tenant to overcome barriers to housing. Management must also:

- 1) Affirmatively market to Supportive Housing tenants and maintain a record of efforts;
- 2) Notify Lead Agency prior to commencement of pre-leasing or upon receipt of notice of intent to vacate Targeted Units;
- 3) Include a section on Reasonable Accommodation in the application for tenancy;
- 4) Execute all pertinent documents to create a valid tenancy with the tenant;
- 5) Identify units with Inclusion Plan referrals in the Rental Compliance Reporting System; and
- 6) Regularly communicate with the Lead Agency if questions arise regarding a Supportive Housing tenant's application and/or any issues that may arise during the tenancy.

C. MSHDA's Contracted Housing Agent

If the project is awarded Project Based Housing Choice Vouchers from MSHDA, there will be a separate waiting list established and managed by the assigned MSHDA Housing Agent. The Lead Agency will verify the supportive housing tenant's eligibility for the development and then refer the prospective tenant to the housing agent to further process their application for the project based subsidy. The housing agent will process the tenant applications and manage the waiting list for the supportive housing units assisted with a project based housing choice voucher in the development. Applicants that have met the MSHDA Housing Choice Voucher screening criteria will be referred to the Property Management Company.

III. Inclusion Plan/Memorandum of Understanding

Leasing and occupancy rules enforced by the provider of federal Project-Based Vouchers supersede the procedures outlined in the Inclusion Plan/Memorandum of Understanding and the requirements for such units.

The Inclusion Plan and Memorandum of Understanding (MOU) between the developer(s), management agent and the local Lead Agency must include:

- 1) A description of how the project will meet the needs of the targeted tenants including access to supportive services, transportation, proximity to community amenities, etc.
- 2) A description of the experience of the local Lead Agency and their capacity to provide access to supportive services, and to maintain relationships with the management agent and community service providers for the duration of the compliance period.
- 3) A commitment from the local Lead Agency to provide, coordinate and/or act as a referral agent to assure that supportive services will be available to the targeted tenants.

- 4) The referral and screening process that will be used to refer tenants to the project, the screening criteria that will be used, and the willingness of all parties to negotiate reasonable accommodations to facilitate the admittance of persons with disabilities into the project.
- 5) A communications plan between the project management and the local Lead Agency that will accommodate staff turnover and assure continuing linkages between the project and the local Lead Agency for the duration of the compliance period.
- 6) Acknowledgment of the property's rent structure and a description of how Supportive Housing tenants with very low incomes may access rental assistance, should they require it, to afford the apartment rents.
- 7) A certification that participation in supportive services will not be a condition of tenancy unless otherwise required by another rental subsidy program.
- 8) An agreement that for a period of sixty (60) days after certificate of occupancy, the required number of units for the supportive housing tenants will be held vacant providing a preferential leasing opportunity for the established targeted population(s). After initial lease-up the supportive housing units upon turnover must be held vacant for 30 days for the supportive housing tenant.
- 9) Agreement to maintain a separate waiting list for the targeted supportive housing tenants and prioritizing these households for any units that may become vacant after the initial rent-up period, up to the required number of units.
- 10) Agreement to affirmatively market to persons with disabilities.
- 11) Agreement to include a section on reasonable accommodation in property management's application for tenancy.
- 12) Agreement to accept Section 8 vouchers or certificates (or other rental assistance) for eligible tenants and not require total income for persons with rental assistance beyond that which is reasonably available to supportive housing tenants.

Addendum VI Attachment A can be used as a template guide for the Inclusion Plan and Attachment B can be used as a template guide for the MOU requirement.

IV. Targeted Populations

Permanent Supportive Housing (PSH) units must be targeted to eligible residents/households. Under the LIHTC program, eligible supportive housing tenants must meet one of the following definitions (special need, homeless, domestic violence survivor, chronically homeless, homeless youth or youth aging out of foster care) to qualify as eligible:

A. Special Need

A person (prospective tenant) with special needs must be the adult member of the household and meet the criteria in both categories below, **or** the person is a recipient of SSI/SSDI. The tenant must have:

- 1) A describable “special need condition”, defined as a physical (including profound deafness and legally blind), mental or emotional impairment that is of long-term duration, **and**
- 2) At the same time, the tenant must have a *substantial and sustained* need for supportive services in order to successfully live independently. In order to meet the “special needs definition,” tenants must require assistance in at least **two** life-skill areas, such as:
 - a. The ability to independently meet personal care needs;
 - b. Economic self-sufficiency (capacity for sustained and successful functioning in vocational, learning or employment contexts);
 - c. Use of language (ability to effectively understand, be understood and handle communication as needed on a daily and ongoing basis);
 - d. Instrumental living skills (managing money, getting around in the community, grocery shopping, complying with prescription requirements, meal planning and preparation, mobility, etc.), or
 - e. Self-direction (making decisions/choices about one’s day-to-day activities and regarding one’s future)

B. Homeless

A person (prospective tenant) must lack a fixed, regular, and adequate nighttime residence, with **priority** given to those living in:

- 1) A publicly or privately operated shelter and/or transitional facility designed to provide temporary living accommodations (including those being assisted with hotel vouchers);
- 2) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (including living on the streets, in a state park, or automobile);
- 3) An institution that provides a temporary residence for individuals intended to be institutionalized;

C. Domestic Violence Survivor and/or Their Families

1. Domestic Violence (DV)

“Domestic Violence” means the occurrence of any of the following acts by a person that is not an act of self-defense:

- Causing or attempting to cause physical or mental harm to an intimate partner;

- Placing an intimate partner in fear of physical or mental harm;
- Causing or attempting to cause an intimate partner to engage in involuntary sexual activity by force, threat of force, or duress;
- Engaging in activity toward an intimate partner that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

2. Intimate Partner Violence (IPV)

“Intimate Partner” includes any of the following:

- A spouse or former spouse;
- An individual with whom the person has or has had a dating relationship;
- An individual with whom the person is or has engaged in a sexual relationship;
- An individual with whom the person has a child in common.

D. Chronically Homeless

A chronically homeless person is an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation or in an emergency shelter during that time.

E. Homeless Youth or Youth aging out of Foster Care

Children aging out of foster care include youth who are placed in a foster care placement (includes Juvenile Justice wards who are in a foster care setting) at the age of 18 or older when their foster care case closes. Foster care placements include:

- Licensed foster family homes
- Relative provider homes
- Group Homes
- Emergency Shelters
- Residential Facilities
- Child Care Institutions
- Pre-adoptive Placements
- Independent Living Placements

Youth is defined as someone (between the ages of 18 and 24) or a legally emancipated minor. This includes youth that are homeless, have runaway, aged out of the foster care system, and/or exited the juvenile justice system.

V. Eligibility for a Targeted Unit

A unit only qualifies as Targeted if occupied by a household referred by a Lead Agency, as documented by a Letter of Referral. Units otherwise occupied by persons with disabilities do not count towards the required number unless there is a

memorandum of understanding in place. “Walk-ins” may reveal that they have a disability or are formerly homeless, but if the project has not received a completed Letter of Referral from the Lead Agency, the household does not count towards the required number of Targeted Units.

In addition to a Letter of Referral and meeting program/project (household size, screening criteria) standards, eligibility for a Targeted Unit depends upon the source of rental assistance. This generally means:

- For households with Section 8 vouchers or PBV assisted units, the head of household meets the assistance administrator’s program’s definition of person with a special need, homeless, chronically homeless, homeless youth or youth aging out of foster care, or a domestic violence survivor.
- For all other units, head of household meets applicable income restrictions for the project.

In addition, accessible units (such as those with curbless showers) are *not* necessarily the same as the Targeted Units, and are not required to be held open during lease up. Some households referred under an Inclusion Plan may have disabilities that require an accessible unit. Others will have disabilities that are not physical in nature. Similarly, some households who may come in on their own to apply for housing may be qualified for a non-targeted unit and yet need an accessible unit.

VI. Processing Referrals to Targeted Units

A. Lease-Up and Unit Mix

The owner and management entity is responsible for contacting the Lead Agency and MSHDA three months prior to anticipated occupancy certification or with the commencement of pre-leasing, whichever comes first. Working with the Lead Agency early on will facilitate compliance and avoid delays in referrals and occupancy. If the project is fully occupied at the time of closing; the next available units must prioritize supportive housing referrals until the minimum supportive housing requirements have been met – see “Waiting List” in Section VII.C below. Additionally, the following provisions will apply with regard to leasing of units:

- 1) The Targeted Units will be held open for Lead Agency referrals for a period of sixty (60) days after Certificate of Occupancy;
- 2) After initial lease-up, Targeted Unit vacancies must be held open for referrals for a period of thirty (30) days starting when the Lead Agency receives notice of the vacancy from Management.

Management should not designate which units are going to be targeted prior to receiving referrals unless project based assistance has been secured. The management agent should attempt to avoid concentrating the Targeted Units into one building.

B. “Safety Valve” to Allow for Project Viability

The PSH threshold requirement is predicated on the service provider and referring agency providing qualified rental applicants. To protect operational viability, a “safety

valve” is available for supportive housing units. This safety valve combines the interests of delivering available PSH units where needed while also ensuring that projects will remain financially viable and will not be impeded if a sufficient PSH tenant-base for these units cannot be identified or if adequate service funding is not available.

- 1) Properties must make PSH units available to PSH tenants supplied by the service provider.
- 2) If a lease-qualified PSH tenant is not available within 60 days, the property may rent the unit to a non-PSH tenant under the property’s other applicable use restrictions.
- 3) If at any time the property has fewer PSH tenants than its threshold, the next-available-vacancy must be made available to a PSH tenant.
- 4) If a unit receives rental assistance through a project based voucher, the unit must be rented to a PSH tenant to secure the rental assistance.

This safety valve works for all participants:

- Properties will receive rent for units; either occupied by PSH tenants or other low-income tenants, and thus will remain financially viable.
- Tenants will have access to PSH units throughout the property’s affordability commitment.
- Service providers will have time to assemble resources and deliver services, but also an incentive to do so quickly, as the sooner qualified tenants can be delivered, the sooner PSH tenants can be assisted.
- If the lead service agency does not have adequate service funding or is unable to provide referrals for the 10% supportive housing set aside units the owner should contact MSHDA for assistance in identifying additional service agencies. If service funding is not available to support the PSH unit, the safety valve will assure that the unit may be rented under the property’s other applicable use restrictions.

C. Waiting List

Inclusion Plan MOUs stipulate that management must “maintain a separate waiting list for Supportive Housing tenants and prioritize these individuals for any units that may become vacant after the initial rent-up period, based upon the minimum number of units specified in the application.” During and after rent-up, Lead Agency referrals must be moved in first regardless of chronological order of the general waiting list until all Targeted Units are occupied with referrals. Management may not have a preference for referrals with a Section 8 voucher.

Once the Targeted Units are occupied, Management will work with the Lead Agency to maintain a separate waiting list for referrals to Targeted Units. Management will prioritize these households for Targeted Units that become vacant, notifying the Lead Agency of the available unit size. If no prospective tenant on the waiting list needs the available unit size, the Lead Agency has thirty (30) days to refer another prospective tenant.

VII. Federal Project-based Rental Assistance

To enable MSHDA's LIHTC to serve the maximum number of households, PSH units do not have intrinsic separate or lower income ceilings. Rents for PSH units are thus to be set by sponsors in the normal fashion. This is a deliberate choice designed to use complementary resources as they were designed, because:

- The LIHTC subsidy does not efficiently reach deep enough to target below 50% AMI; deeper income targeting requires income assistance such as Section 8.
- Even at very low income ceilings (e.g. 30% of Area Median Income), many PSH applicants cannot afford such rents without income subsidy.
- Tying deep income targeting to the LIHTC subsidy risks confusion about appropriate rent levels when subsidies overlap.

Deep income targeting is not an intrinsic function of the LIHTC award for PSH units, but can be achieved through additional subsidy such as income supplement (e.g. Section 8 or Housing Choice Vouchers), or sinking funds established by additional local sources. MSHDA encourages applicants to seek awards of project-based vouchers to support PSH units.

ATTACHMENT A

Project Name:

Project Address:

A. Owner Identification:

Organization
Primary Address
Contact Person
Contact Phone
Contact Fax
Contact Email
President/CEO

B. Property Management Company Identification Information:

Organization
Primary Address
Contact Person
Contact Phone
Contact Fax
Contact Email
President/CEO

C. Lead Organization Identification Information:

Organization
Primary Address
Contact Person
Contact Phone
Contact Fax
Contact Email
President/CEO

D. Service Organization Identification Information:

Organization
Primary Address
Contact Person
Contact Phone
Contact Fax
Contact Email
President/CEO

E. Project Description

Attach Pages 1- 12 of the Combined Application and Addenda for Rental Housing Programs.

Provide a brief project description: _____

Provide a description of the population(s) targeted for the Supportive Housing Units: Refer to definitions within Addendum III – Attachment A. _____

Provide a description of how the project will make the targeted units affordable to persons whose incomes are limited to those from a disability based source. If there is a current commitment for subsidy, attach funding commitments or list details of any applications pending: _____

Provide a description of how the project will meet the needs of the targeted tenants including access to supportive services: _____

Attach a community map and provide a description of how the project will meet the needs of the targeted tenants including access to transportation, proximity to community amenities, including social, recreational, educational, commercial and health facilities: _____

F. Unit Description

Number of Units	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom
Total Project				
Supportive Housing				
With PBV				
Barrier Free				

Identify number of buildings:

Identify number of units per building:

Identify accessible features available for targeted units:

G. Lead Agency Experience and Capacity

Provide a brief description of the experience of the local lead agency and their capacity to provide access to supportive services. Also include how the lead agency will maintain relationships with the management agent and community service providers for the

duration of the compliance period. _____

H. Required Agreements/Certifications
These agreements/certifications can be incorporated in the MOU or provided separately. Additional requirements are listed in the Permanent Supportive Housing Inclusion Plan Requirements (Addendum VI).

- Agreement to maintain a separate waiting list for supportive housing tenants and prioritizing these households for any units that may become vacant after the initial rent-up period, up to the required number of units. If the development receives assistance from a Federal Source such as project based housing choice vouchers, the waitlist process will be defined by that program.
- Agreement to affirmatively market to persons with disabilities.
- Agreement to include a section on reasonable accommodation in property management’s application for tenancy.
- Agreement to accept Section 8 vouchers or certificates (or other rental assistance) to meet income requirement guidelines for eligible tenants and not require total income for persons with rental assistance beyond that which is reasonably available to persons with very low incomes currently receiving SSI and SSDI benefits
- Excluding projects under the Supportive Housing Set-Aside, a certification that participation in supportive services will not be a condition of tenancy unless services are otherwise a requirement of a federal subsidy program is applicable.
- Excluding projects under the Supportive Housing Set-Aside, an agreement that for a period of sixty (60) days after certificate of occupancy, the required number of units for supportive housing tenants will be held vacant for such population(s).
- Reference to the Memorandum of Understanding (MOU) between the developer(s), management agent and the lead local agency. MSHDA may at its discretion extend the deadline for the MOU

Signatures:

Owner

Signature

Date

Print Name, Title, Organization

Date

Management Company

Signature

Date

Print Name, Title, Organization

Date

Lead Agency

Signature

Date

Print Name, Title, Organization

Date

ATTACHMENT B

<p style="text-align: center;">MEMORANDUM OF UNDERSTANDING</p> <p style="text-align: center;">BETWEEN</p> <p style="text-align: center;">OWNER AS REPRESENTED BY PROPERTY MANAGER</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">LEAD AGENCY</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">SERVICE PARTNER(S)</p>

I. INTRODUCTION

THIS AGREEMENT for management and supportive services for Permanent Supportive Housing is entered into between **XXXXXXXXXXXXXXXXXX** as represented by **XXXXXXXXXXXXXXXXXX** (hereinafter referred to as the “Management”), and the **XXXXXXXXXXXXXXXXXX** (hereinafter referred to as the “Lead Agency”, and **XXXXXXXXXXXXXXXXXX** (hereinafter referred to as the “Service Partner(s)”).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Management, Lead Agency and Service Partner to identify the respective roles and responsibilities of each partner; and

WHEREAS, the Management will make available up to **XX** apartments for Permanent Supportive Housing (hereinafter referred to as “Targeted Units”) at **XXXXXXXXXXXXXXXXXX** Apartments, located at **XXXXXXXXXXXXXXXXXX**; and

WHEREAS, the Lead Agency will coordinate referrals to the Targeted Units that meet the Michigan State Housing Development Authority (hereinafter referred to as “MSHDA”) eligibility criteria for Permanent Supportive Housing; and

WHEREAS, the Lead Agency agrees to act as a provider, coordinator or referral agent for the range of community services available to tenants of Targeted Units (hereinafter referred to as the “Tenants”); and

WHEREAS, Tenants will voluntarily access supportive services made available by the Lead Agency and Service Partner(s);

THEREFORE, the Management, Lead Agency and Service Partner(s) agree it is in the best interest of all concerned to enter into this Memorandum of Understanding.

II. DEFINITIONS

- A. **Targeted Tenant Population(s)** -- Management, the Lead Agency and Service Provider(s) agree to target and serve the following population(s) as Tenants (check all that are applicable):

<input type="checkbox"/>	Special Need
<input type="checkbox"/>	Homeless
<input type="checkbox"/>	Domestic Violence Survivor
<input type="checkbox"/>	Chronically Homeless
<input type="checkbox"/>	Homeless Youth

- B. **Eligible Tenant** -- for the purpose of this Memorandum of Understanding, eligible tenants of Targeted Units are defined as having qualifying income at or below 30% of area median income (AMI); and meeting one of the following definitions (special need, homeless, domestic violence survivor or chronically homeless).

- C. **Special Need** -- A person (prospective tenant) with special needs must be the adult member of the household and meet the criteria in both categories below, **or** the person is a recipient of SSI/SSDI. The tenant must have:

1. A describable "special need condition", defined as a physical (including profound deafness and legally blind), mental or emotional impairment that is of long-term duration; **and**
2. At the same time, the tenant must have a *substantial and sustained* need for supportive services in order to successfully live independently. In order to meet the "special needs definition," tenants must require assistance in at least **two** life-skill areas, such as:
 - a. The ability to independently meet personal care needs;
 - b. Economic self-sufficiency (capacity for sustained and successful functioning in vocational, learning or employment contexts);
 - c. Use of language (ability to effectively understand, be understood and handle communication as needed on a daily and ongoing basis);
 - d. Instrumental living skills (managing money, getting around in the community, grocery shopping, complying with prescription requirements, meal planning and preparation, mobility, etc.), or
 - e. Self-direction (making decisions/choices about one's day-to-day activities and regarding one's future)

- D. **Homeless** -- A person/prospective tenant must meet the following definition of homeless to qualify. The tenant must lack a fixed, regular, and adequate nighttime residence, with **priority** given to those living in:

- A publicly or privately operated shelter and/or transitional facility designed to provide temporary living accommodations (including those being assisted with hotel vouchers); or

- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (including living on the streets, in a state park, or automobile); or
- An institution that provides a temporary residence for individuals intended to be institutionalized.

E. Domestic Violence Survivor – Domestic Violence (DV) / Intimate Partner Violence (IPV)

- “Domestic Violence” means the occurrence of any of the following acts by a person that is not an act of self-defense:
 - Causing or attempting to cause physical or mental harm to an intimate partner;
 - Placing an intimate partner in fear of physical or mental harm;
 - Causing or attempting to cause an intimate partner to engage in involuntary sexual activity by force, threat of force, or duress;
 - Engaging in activity toward an intimate partner that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested.
- “Intimate Partner” includes any of the following:
 - A spouse or former spouse;
 - An individual with whom the person has or has had a dating relationship;
 - An individual with whom the person is or has engaged in a sexual relationship;
 - An individual with whom the person has a child in common.

F. Chronically Homeless - A chronically homeless person is an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation or in an emergency shelter during that time.

G. Youth Aging out of Foster Care or Homeless – Children aging out of foster care include youth who are placed in a foster care placement (includes Juvenile Justice wards who are in a foster care setting) at the age of 18 or older when their foster care case closes. Foster care placements include:

- Licensed foster family homes
- Relative provider homes
- Group Homes
- Emergency Shelters
- Residential Facilities
- Child Care Institutions
- Pre-adoptive Placements

- Independent Living Placements

Youth is defined as someone (between the ages of 18 and 24) or a legally emancipated minor. This includes youth that are homeless, have runaway, aged out of the foster care system, and/or exited the juvenile justice system.

III. ELIGIBILITY DETERMINATION

A. Tenant Eligibility -- Management will be responsible for verifying tenant eligibility. The Lead Agency or Service Partner(s) will assist with verifying special populations relative to homeless, chronic homelessness, domestic violence survivor, and/or special needs. Prospective tenants will be asked to assist with the eligibility determination 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 Partner(s) will respect and see input from each other, in the case of disagreement over Individual selection, Management will make the final determination. Tenant selection will be the sole responsibility of Management.

C. Affordability

Management will make targeted units affordable to persons whose incomes are limited to those from a disability-based source by agreeing to accept Section 8 vouchers or certificates (or other rental assistance) as allowable income as part of property management income requirement guidelines for eligible tenants and not require total income for persons with rental assistance beyond that which is reasonably available to persons with disabilities currently receiving SSI and SSDI benefits.

IV. GUIDING PRINCIPLES

All parties under this Memorandum of Understanding recognize that eligible tenants who have extremely low incomes (at or below 30% AMI) and meet one of four special population's definitions 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.

- Not all eligible tenants will need to access the supportive services available from the Lead Agency or Service Partner(s) to live independently.

V. MANAGEMENT RESPONSIBILITIES – Management has overall responsibility for providing, maintaining and operating the Targeted 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 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 Service Partner(s) that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period.
- D. Develop and maintain an Inclusion 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 of permanent supportive housing.
- F. Help the Lead Agency, 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; identify units with Inclusion Plan referrals in the Rental Compliance Reporting System.
- I. Notify the Lead Agency as to the disposition of applications for Targeted Units, and consider requests for Reasonable Accommodations for those not accepted.
- J. Develop working relationships with the Lead Agency, Service Partner(s), and other members of the local services community.
- K. Notify the Lead Agency regarding anticipated and actual vacancies in Targeted Units, such as prior to commencement of pre-leasing or upon receipt of intent to vacant Targeted Units.
- L. Contact the Lead Agency with questions regarding an application for a Targeted 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 Targeted 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 applicants to Management for Targeted Units, as documented by a Letter of Referral.
- C. Assist Tenants for Targeted Units with the application and application process, directly or in collaboration with a Service Partner.

- D. Help assess Tenant needs and develop a plan for supportive services needed to live independently and successfully in a Targeted Unit, directly or in collaboration with a Service Partner.
- E. Provide direct services to 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 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 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.

VIII. AFFORDABILITY

- A. The Targeted Units will be available to eligible tenants at an affordable rent level in the following manner:
 - 1. xxxxxxxxxxxxxxxxxxxxxxxxx
 - 2. xxxxxxxxxxxxxxxxxxxxxxxxx

IX. FUNDING

- A. The Lead Agency and Service 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 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 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 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 Partner(s).

XVI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

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

For Management

Signed: _____ Date: _____
Name, Title, Company

For the Lead Agency

Signed: _____ Date: _____
Name, Title, Organization

For the Service Partner

Signed: _____ Date: _____
Name, Title, Organization