



Affordable Assisted Living Service Agreement - On-site Personal Care and Health Related Services

I. INTENT & BACKGROUND:

This Agreement, established on **Date**, between the **Managing Operator – Name** (Managing Operator) and the **On-site Provider of personal care and health related services** (Provider) establishes areas of agreement for the provision of affordable housing and affordable assisted living services at **AAL Residence – Name** located at **AAL Residence – Address**. The purpose of this agreement is to define areas of cooperation to fill **Number** private apartments on an ongoing basis and provide needed services and supports to tenants.

- A. The Managing Operator has received approval from the Michigan State Housing Authority (MSHDA), with support from the Affordable Assisted Living Steering Committee, of a Low Income Tax Credit application for developing a mixed income senior housing project (age 55 years and older).
- B. The Provider has been selected through a competing proposal process to deliver a comprehensive array of community based services to tenants both through private pay arrangements and from funders of publicly financed programs including the Medicaid MI Choice program to qualifying seniors.

I. **Managing Operator Obligations** **Managing Operator Name** agrees to:

The Managing Operator has approved the Provider to serve as the on-site provider under certain terms and conditions specified in this agreement. The Managing Operator will address management solutions for room and board including three meals per day, either through direct service or through contractual services. In addition, the Managing Operator will provide:

- A. Office and service delivery space within the AAL residence for service delivery activities, supervisory and other direct care staff as long as the provider remains the on-site provider of services.
- B. Enter, or its contractor, into a service agreement with the Area Agency on Aging (AAA) and other MI Choice agency (if applicable) for the provision of meals for qualifying tenants.

- C. Establish arrangements for social and recreational activities including coordination with the AAA and other community agencies for the provision of evidenced based programs.
- D. The Managing Operator will adhere to the decisions and requirements of the AAL Steering Committee. This includes utilizing AAL Steering Committee quality management strategies.
- E. Assure non-separateness of affordable (non-fair market) units from fair market units.
- F. Indemnify and hold Provider harmless from and against any and all claims, liabilities, and expenses, including but not limited to reasonable attorney fees that arise or are asserted to arise from the Managing Operator's Owner's failure to provide Housing Services or Board Services. This agreement to indemnify is to be construed broadly, it being the parties' intention that under no circumstances shall Provider be liable for any claim related in any way to the Managing Operator's provision of or failure to provide Housing or Board Services.

II Provider Obligations **Provider Name** agrees to:

- A. Provide personal care and health related services to the tenants of this residence as needed. The scope of services will include but not be limited to the array of services available under the MI Choice program.
- B. Have staff at the AAL residence 24 hours per day, 7 days per week to provide supervision and to address the unscheduled service needs of tenants.
- C. Develop a *Statement of Tenant Services* as the primary vehicle to inform all tenants of what service provisions can be expected and to assure that tenants are routinely informed about available services, their cost and rate changes, complaint or grievance procedures and quality management practices, choice in providers and other service related information. This statement will also address tenant rights and risk management protocols.
- D. Assure non-separateness in service delivery activities of tenants participating in publicly funded services programs from those receiving private services.
- E. Adhere to the decisions and requirements of the AAL Steering Committee.
- F. Comply with the policies, standards and operating requirements of the AAA and other MI Choice agent and all other funders in the delivery of services to AAL tenants. Establish positive relations and stay in good standing with all funders in regard to the quality of services provided and good business practices.
- G. Operate from a quality management program that includes tenant satisfaction with services measures. This includes utilizing AAL Steering Committee quality management strategies.

- H. Provide the Managing Operator with monitoring reports from funders and other quality management results upon request.
- I. Establish and maintain accounts, accounting systems and records that accurately track the services being provided to tenants and the record of payment for those services, and provide reports to the Managing Operator upon request.
- J. Maintain, throughout the term of this Agreement, liability and casualty insurance at levels reported in the Request for Proposal response; providing insurance against all liability potentially arising from Provider performance under this Agreement. The operating manager shall be named as an additional insured on all such policies of insurance. Provider will inform the Managing Operator of any changes in insurances.
- K. Maintain workers' compensation insurance, throughout the terms of this Agreement, for Provider's employees providing service to tenants at this residence.
- L. Indemnify and hold the Managing Operator harmless from and against any and all claims, liabilities, and expenses, including but not limited to reasonable attorney fees, that arise or are asserted to arise from Provider's breach of duties under this Agreement or any agreement with or on behalf of a tenant to whom Provider is delivering, or has agreed to deliver, personal care and health related services. This agreement to indemnify is to be construed broadly, it being the parties' intention that under no circumstances shall the Managing Operator be liable for any claim related in any way to the provision of or failure to provide services or otherwise to fulfill its obligations as the on-site provider.
- M. Work with the AAA and other service funders to assure that all tenants have choice in providers as determined through informed choice and the person centered planning process; however, the provider will be utilized in all plans of care as either the primary provider or as a secondary back up to an alternate provider.
- N. Work in cooperation with the Managing Operator in marketing and lease-up activities.

III Other Agreements the **Managing Operator and Provider** agree

- A. Term. The term of this Agreement shall begin on the date first written above (the "Effective Date") and shall continue through **Date** unless terminated earlier (see item B. below). Upon termination, Provider shall no longer be the on-site provider of personal care and health related services.
- B. Termination. This Agreement may be terminated by either party upon 90 days written notice, except that the Managing Operator may terminate the Agreement on 24 hours

notice based on its good faith determination that Provider has committed one or more material violations of the Agreement.

- C. Confidentiality. All matters disclosed to Provider in the course of providing personal care and health related services shall remain confidential and shall not be disclosed by Provider to any third party, except where disclosure is permitted by law or is mandated by a Court of law.
- D. Intent of Agreement. This Agreement does not grant to Provider the right to provide services to tenants at this residence; rather, its intention is to grant Provider access to and use of certain AAL residence facilities on the condition that it agrees to and does provide services to the standards and on the terms contained in this Agreement. This agreement does not establish Provider as a contractor of the Managing Operator.
- E. Amendment. This Agreement may be amended only in a writing signed by each party.

IV. Authorized Signor

The signors below assure that they have been authorized by the party on whose behalf they are signing to execute this MOU and to bind that party to its Understanding.

By: MANAGING OPERATOR - **NAME**

By: _____

Name

Its: Executive Director

By: PROVIDER - **NAME**

By: _____

Name

Its: Executive Director