MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

_____– OWNER
_____-PROPERTY MGMT CO.

AND

_____–MI CHOICE WAIVER, LEAD AGENCY

INTRODUCTION

_____ , located at _____ has applied to the Michigan State Housing Development Authority (MSHDA) for _____ Section 811 Project Rental Assistance (811PRA) vouchers to serve tenants with special needs, as defined in Section II.B., below. As a prerequisite for voucher consideration, ___ _____ must ensure supportive services are made available to help tenants successfully live independently.

_____ has identified _____as a MI Choice Waiver Lead Agency to aid in screening for tenant eligibility.

THIS AGREEMENT to provide supportive services for the eligible tenants of _____ _____ is entered into between _____ (hereinafter referred to as the "Lead Agency"), _____, the Property Owner. The authorized representative of the Lead Agency is listed in an attached document labeled *Attachment #1*.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Owner/Property Manager and Lead Agency and to identify the respective roles and responsibilities of each partner; and

WHEREAS, the Lead Agency proposes to maintain a list of contracted and/or referral-based service partners available in the community; and

WHEREAS, the Lead Agency understands each MI Choice Waiver eligible tenant requires the coordination and delivery of individualized supportive services that help the tenant live independently and with dignity; and

WHEREAS, the Lead Agency agrees to make applicable supportive services available to MI Choice Waiver eligible tenants as specified in an attached document labeled *Attachment #2: Roles and Responsibilities*, which is incorporated by reference into this agreement and is made a part hereof; and

WHEREAS, MI Choice Waiver eligible tenants will voluntarily, with the right to refuse services at any time, access supportive services made available by the Lead Agency;

WHEREAS, nothing in this MOU is intended to condition tenancy on acceptance of services, and participation in supportive services is voluntary, with tenants retaining the right to refuse services at any time without impact on their housing;

THEREFORE, the Owner/Property Manager and Lead Agency agree it is in the best interest of all concerned to enter into this MOU for the betterment of eligible tenants residing at _____ .

DEFINITIONS

A. Eligible Tenant: For the purposes of this MOU, "eligible tenant(s)" means persons who:

1. Live in a household with at least one adult individual with a disability.
2. Have extremely low incomes (at or below 30% Area Median Income).
3. Meet the Special Population definition of a person with a qualifying disability/special need and are MI Choice Waiver eligible:
4. Provide verification of the eligibility criteria for income and special population as identified above; and
5. Reside or will reside at _____ , living in an 811PRA unit.
6. Are at least 18 years of age but younger than 62 years of age.
7. Include a household member who must be eligible for participation in the MI Choice Medicaid Waiver home and/or community-based long-term services program.

B. Individuals with Disabilities/Special Needs:
For the purposes of the MOU, "individuals with disabilities or special needs" means a person who is determined to have physical, mental, or emotional impairment that substantially limits one or more major life activities; has a record of such impairment; is a recipient of SSI/SSDI or:

1. Has a describable "special need condition(s)", 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 to successfully live independently. To meet the special needs definition, tenants must require assistance in at least two life-skill areas, such as:
   a. 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).

Note: The above criteria differ from that used to determine program eligibility for MI Choice Waiver.

C. Supportive Services: For the purposes of this MOU, "supportive services" means functional eligibility for the MI Choice Waiver program. Services funded by the MI Choice Waiver program include:

- Adult day health (adult day care)
- Chore services
- Community health worker
- Community living supports
- Community transportation
- Counseling
- Environmental accessibility adaptations
- Fiscal intermediary
- Goods and services
- Home delivered meals
- Nursing services
- Personal emergency response systems (PERS)
- Private duty nursing/respiratory care
- Respite services
- Specialized medical equipment and supplies
- Training in a variety of independent living skills

These services are designed to increase the tenant's ability to successfully live independently and consider the unique needs of each tenant served. Additional supportive services that may be offered via appropriate referral to community-based resources will also be considered. Referrals may

include; case management/service coordination, entitlement benefits, advocacy, money management or payee services, counseling, substance abuse treatment, and help accessing community resources such as job training, literacy services, legal assistance, and transportation.

ELIGIBILITY DETERMINATION

A. Tenant Eligibility: Tenant Eligibility will be determined through verification of income, qualifying disability and special need. The Property Management Company for _____ will be responsible for verifying tenant eligibility relative to income. The Lead Agency will be responsible for determining eligibility for the MI Choice Waiver program, which is separate from the Property's determination of housing eligibility. Participation in or eligibility for specific services is not a condition of tenancy. Prospective tenants will be asked to assist with the eligibility determination process including the completion of standard forms, releases to share and/or requests for additional information from community sources.

B. Tenant Selection: While the Property Management Company and Lead Agency will respect and seek input from each other, in the case of disagreement over individual selection, the Property Management Company will make the final determination. Tenant selection remains the responsibility of the Property Management Company, consistent with its approved Tenant Selection Plan and applicable program requirements. The Property and Lead Agency will coordinate and share relevant information, as appropriate.

GUIDING PRINCIPLES

WHEREAS, all parties under this MOU recognize that eligible tenants who have extremely low incomes (at or below 30% AMI) and meet the special needs definition are unique in terms of their assets, motivation, goals, backgrounds, and needs. Signatories to the MOU, the Michigan State Housing Development Authority (MSHDA) and the Michigan Department of Health and Human Services (MDHHS) also recognize that eligible tenants:

- Are members of the community with all the rights, privileges, and opportunities as others.
- Have the right to privacy.

- Have the right to make their own decisions about matters affecting their lives.
- Shall have input in determining the supportive services that will promote living independently.
- May not need or accept the recommended or range of supportive services available from the Lead Agency or its service resources.

COMMUNICATION PLAN

The Owner/Managing Agent, and Lead Agency will each designate a primary and secondary individual to receive official communication regarding this project and the roles and responsibilities outlined in the MOU. Contact information, including business phone numbers, fax numbers, e-mail addresses, and business addresses will be exchanged between all parties. Any change in status of the primary or secondary individual, or any change in contact information will be updated and exchanged between all parties.

FUNDING

WHEREAS, the Lead Agency has funding to provide the supportive services identified in *Attachment #2: Roles and Responsibilities*, and anticipates the continuation of these services; and

WHEREAS, the roles and responsibilities of the Lead Agency under this MOU are contingent upon the availability of funding and program capacity;

THEREFORE, the Lead Agency will make reasonable efforts to provide supportive services to eligible tenants of _____ and to support their ability to live independently.

TERM

Contingent on receipt of 811PRA vouchers, this MOU will be in effect from the date of execution through one (1) year from the date of execution. This MOU 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 MOU may be terminated in accordance with Section VIII: Termination.

TERMINATION

The Lead Agency may terminate their participation with this MOU for any reason by giving sixty (60) days written notice prior to the termination of services.

CONFIDENTIALITY

The Lead Agency acknowledges that by entering into this MOU they may, at times, have access to confidential information regarding each other's operations as it relates to the project. The Lead Agency agrees that they will not disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this MOU or required under law. In addition, the eligible tenant's confidential information will be handled with the utmost discretion and judgment.

Information sharing between the Property and Lead Agency will occur only with appropriate tenant consent and in accordance with applicable privacy laws, including HIPAA where applicable.

NONDISCRIMINATION

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

SEVERABILITY

In the event any provision of this MOU 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 MOU.

AMENDMENTS

This MOU may be amended only with the mutual consent of the Owner/Property Manager and Lead Agency.

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CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this MOU on behalf of the Owner, Property Management Company, and Lead Agency certify by their signatures that they are duly authorized to sign this Memorandum of Understanding.

For the Owner

Owner Name: _____

Signed: _____

Printed Name/Title: _____

Date: _____

For the Property Management Company

Property Management Company Name: _____

Signed: _____

Printed Name/Title: _____

Date: _____

For the Lead Agency

Lead Agency Name: _____

Signed: _____

Printed Name/Title: _____

Date: _____

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ATTACHMENT #1
PARTICIPATING ORGANIZATIONS

The authorized representative(s) of the organizations involved in this Memorandum of Understanding are as follows:

Owner:
Company Legal Name:
Street Address:
City/State/Zip:
Phone:
Primary Contact:
Email:

Property Management Company
Company Legal Name:
Street Address:
City/State/Zip:
Phone:
Primary Contact:
Email:

Lead Agency
Agency Legal Name:
Street Address:
City/State/Zip:
Phone:
Primary Contact:
Email:

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ATTACHMENT #2
ROLES AND RESPONSIBILITIES

The Owner and Lead Agency involved in this Memorandum of Understanding agree that the following roles and responsibilities, as they relate to applicable supportive services, will be committed and available to eligible 811PRA tenants:

Organization: Owner

_____will be responsible for verifying tenant eligibility relative to income, for apartment application.

_____ will designate a primary and secondary individual to receive official communication regarding this project and the roles and responsibilities outlined in the MOU.

_____ will refer current and prospective residents who may qualify, to Lead Agency.

Organization: Lead Agency

_____ will maintain a list of contracted and/or referral-based service partners available in the community.

_____will make applicable supportive services available to MI Choice Waiver eligible tenants and, when appropriate and with tenant consent, coordinate with the Property to support tenancy stability and address lease compliance concerns.

_____ will designate a primary and secondary individual to receive official communication regarding this project and the roles and responsibilities outlined in the MOU.