*[This is a sample agreement between a Housing Developer, Social Service Agency*

*And Property Manager collaborating in a supportive housing project.*

*Any agreement to be used in a development should be reviewed by an attorney.]*

**Memorandum of Understanding between**

***[Housing Developer]***

***[Social Service Agency]***

***And [Property Manager]***

**To Provide Supportive Housing through [*Program*]**

**I. Background and Intent**

This agreement for services entered into on [Date], is between [*Housing Developer, Social Service Agency, and Property Manager*].

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between [*Housing Developer, Social Service Agency, and Property Manager]* and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, [*Housing Developer*] owns a *[##]* -unit apartment building at [*address*], also known as [*Name of Development, if any*], which provides housing for [*describe targeted tenant population, if limited*];

WHEREAS, [*Housing Developer*]will be providingfederally assisted housing*,* using funding sources such as [*list any primary funding sources that would limit the population by income or ability*];

WHEREAS, [*Housing Developer*]will make available [*##*] units of affordable housing to those persons described above;

WHEREAS, [*Housing Developer*]understands that the persons described above require a set of services which are unique and specialized; and that residents of [*Development Name*] will be responsible for the provision of their own service needs, (i.e. meals, personal care in hygiene and health, etc.); and the coordination of supportive services is critical to helping the residents of [*Development Name]* to live successfully;

WHEREAS, [*Social Service Agency*] agrees to provide supportive services as defined in Section II -- Definitions to [*Number of households served at any one time, describe population.]*

WHEREAS, tenants voluntarily participate in the services provided by [*Social Service Agency*];

WHEREAS, [*Property Manager]* provides property and asset management services and [*Housing Developer]* will contract with [*Property Manager]* to manage and maintain the property;

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;

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

WHEREAS, tenants with low incomes and/or disabilities have the right to meaningful choices in matters affecting their lives;

WHEREAS, in designing and implementing services, the input of the tenant should be sought; and,

WHEREAS, not all persons living at [*Development Name*] will need to be clients of [*Social Service Agency*] or linked to support services in order to reside there successfully.

Therefore, [*Housing Developer*] and [*Social Service Agency*] and [*Property Manager*] agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

**II. 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, but not be limited to: (a) medical and psychological case management; (b) benefits advocacy and income support assistance such as SSI, TANF, GA, SNAP, 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 "person with a disability" 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, the terms “low income,” "very low income," “extremely-low income,” “median income,” “area median income,” “homeless or homelessness,” “chronic homelessness,” and “at-risk of homelessness” are consistent with current definitions established by the Department of Housing and Urban Development (HUD).

**III. Targeting, Prioritization and Eligibility**

The target population for this Supportive Housing project is [*define target population*]. Among potential tenants found eligible for this Supportive Housing project, priority will be given to [*define priority population*].

Eligibility for this project will be based on [*define income level and disability status, if applicable*] as described in Section II - Definitions. [If the population for the housing development is limited in any way (homeless, disabled, other) then list any verification procedures the tenants must provide to prove their eligibility.]

[*Property Manager],* will select tenants based on criteria developed by *[Housing Developer, Social Service Agency and Property Manager.*] Selection of tenants for the [*Development Name*]will not rely solely on traditional property management standards; standards will be established that reflect a commitment to housing the target population.Potential tenants will undergo a two-stage screening process: the prospective tenant will be evaluated by *[Property Manager*] to determine if s/he meets the project’s tenancy requirements. *[Property Manager]* may also runstandard eviction check. [*Social Service Agency*] will determine whether or not the tenant is able to live independently and whether or not s/he is prepared to abide by the terms of the lease at [*Development Name*]. While all parties will respect and seek input from each other, in the case of disagreement over tenant selection, [*Housing Developer*] will make the final determination.

**IV. Roles and Responsibilities**

It is understood that [*Social Service Agency, Housing Developer and Property Manager*] staff must work together as a team to effectively meet the needs of the tenants. This level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities. [*Social Service Agency*] agrees in the performance of services, and [*Housing Developer*] agrees in the owner of housing, that tenant and client rights are respected and complied with not only as a matter of principle, but as a matter of practice.

It is understood that *[Social Service Agency]*’s roles will be that of advocate and *[Property Manager]*'s role will be that of landlord dealing with tenant issues.

[*Housing Developer*]and [*Social Service Agency*] agree to advise one another of highly pertinent matters in the referral and placement process and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared.

**Role of [*Social Service Agency*]**

[*Social Service Agency*] agrees to assign a minimum of [*describe number(s) of FTE(s) and their role in working with the tenants.*]

**Role of [*Property Manager*]**

[*Property Manager]* will be responsible for the overall operations of [*Development Name]*, including janitorial, maintenance, repairs and other related services. Such activities and responsibilities will be carried out by an on-site resident manager employed by *[Property Manager*.]

**V. Scope of Services**

[*Social Service Agency*]

[*Describe the staffing structure, amount of time dedicated to this development, and any coordination expected among other service agencies. Some examples are listed below:*

*A. Provide community and social service linkage to residents upon request or as needed;*

*B. Assist in developing the tenant screening criteria;*

*C. Assist in identifying and referring [target population] to the property manager;*

*D. Assist [Property Manager] in screening potential tenants, specifically assessing tenants’ ability to live independently;*

*E. Perform the following program support services functions:*

*1. Provide case management services, which may include,*

*a) rehabilitation, vocational and employment assistance*

*b) facilitating connections to general health and dental services*

*c) assistance and advocacy with income support and benefits*

*d) facilitating connections to substance abuse (alcohol, drugs) treatment*

*e) consumer and family involvement*

*It is understood that [Social Service Agency] does not plan to offer full-service case management (i.e. psycho-social, nursing, and/or social services). Those in need of these services will be linked with appropriate providers, where such resources exist.*

*2. Conduct an initial needs assessment and develop an individual self-sufficiency plan for each client, including a periodic evaluation and update of the service plan as the needs of the client change. This may include co-development of an After Care plan.*

*3. Refer residents, when needed or upon request, to treatment services or other needed social services. This might include services provided by xx.*

*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. [Establish crisis intervention expectations. Establish who will be contacted and hours of coverage. Establish expectation of a response by the Social Service agency.]*

*5. Assist [Property Manager] in household disputes and in conflict resolution.*

*6. Assist clients in understanding their rights and responsibilities under a tenant lease. This includes explaining the eviction and appeal process.*

*Consistent with client rights principles, it is understood that referrals and other services will be made available to all [Development Name] residents. [Social Service Agency] 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 from serious harm.*

*F. Provide the following administrative services:*

*1. Keep all records regarding program supportive services as required by regulations and those of other funding sources.*

*2. Cooperate with [Housing Developer] in monitoring and/or conducting audits or other reporting requirements with respect to project funders.*

*G. [Social Service Agency] agrees to additionally provide the following services to individuals covered under this agreement:*

*1. Encourage supportive activities that will help clients develop the skills, information and abilities needed to utilize the resources of the [Development Name] community as well as the larger community, including family, friends, job and school.*

*2. Facilitate access to social services and physical health needs.*

*3. Help clients learn to use public transportation.*

*4. Help clients access pre-vocational and vocation/employment assistance, peer counseling, substance abuse counseling, special needs skills training, and tenants’ rights education.]*

[*Housing Developer*]

[*Housing Developer*] is strictly the developer and owner of [*Development Name*] and will be responsible for asset management and overseeing the ongoing duties of repair, maintenance, management and operation of the property. The management company, [*Property Manager]*, will contract for many of these duties.

[*Housing Developer*] will directly:

A. Ensure that all regulatory and funding requirements are met;

B. Prepare all budgets and cost estimates related to [*Development Name*], excluding budgets related to the provision of social services;

C. Arrange for liability and property insurance for [*Development Name*];

D. Pay all taxes associated with [*Development Name*]; and

E. Oversee the contract and duties of the management company.

[*Property Manager*]

In accordance with the Support Services and Property Management Plan, [*Property Manager*] will provide the following property management activities:

A. Determine income eligibility of tenants;

B. Pay project bills;

C. Provide monthly financial reports and any other required information to [*Housing Developer*] for regulatory and funding agencies;

D. Maintain a fully leased building with the assistance of [*Social Service Agency*];

E. Carry out rent collection and administration;

F. Oversee tenant relations with management with respect to:

- Notices

- Evictions

- Enforcement of house rules, policies and procedures;

G. Provide building and equipment maintenance and repair;

H. Provide security;

I. Provide janitorial services (common areas only); and,

J. Provide capital improvements including acquisition and maintenance of furnishings for common areas such as the lounge or dining room.

[*Housing Developer* and *Property Manager*] will enter into a property management agreement that further details these activities.

**VI. Funding**

[*Social Service Agency*] currently has the funds to provide the supportive services identified in this Memorandum of Understanding and anticipates continuation of this funding. [*Social Service Agency*] is committed to providing appropriate and exceptional services to the tenants of [*Development Name*] and is committed to providing these services over the long-term, pending available resources. Where necessary, [*Housing Developer* and *Social Service Agency*] will co-apply for service funds. It is understood that [*Social Service Agency’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 [*Social Service Agency* 's] funding sources, it is expected that this funding will be stable.

*[If there is rental assistance in the building:* [*Development Name*] receives rental assistance from [*source* *of RA*] to provide deeply-subsidized rents for the apartment units identified in this Memorandum of Understanding. [*Housing Developer*] anticipates continuation of this funding and is committed to providing this rental assistance to the tenants of [*Development Name*] over the long-term, pending available resources. Where necessary, [*Housing Developer* and *Social Service Agency*] will co-apply for subsidy funds.]

All parties to this Agreement will notify each other as soon as possible if they become aware of a loss of funding or potential loss of funding which has the potential to impact service provision, tenant rental assistance, or the continued, safe operation of the project.

**VII. General Terms**

*Terms*

This Agreement will begin effective the date of \_\_\_\_\_\_\_\_\_\_\_, 201\_, and will continue through \_\_\_\_\_\_\_\_\_\_\_, 201\_. While lease up is anticipated to begin in \_\_\_\_\_\_\_\_\_\_\_, 201\_, [*Social Service Agency*’s and *Property Manager’s*] responsibilities begin on \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_, so as to begin coordinating the start-up of [*Development Name*]. Parties agree to meet to review the terms of this Agreement at least [*biennially]*. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal [*ninety (90) days*] before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

*Termination*

Either party may terminate this Agreement by giving the other party [*ninety (90) days*] prior written notice. 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.

*Confidentiality*

[*Housing Developer*, *Property Manager* and *Social Service Agency*] 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. [*Housing Developer*, *Property Manager* and *Social Service Agency*] 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 material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

*Arbitration*

Should either party wish to commence an action for damages under this Agreement, it shall be required to adjudicate the dispute through binding arbitration under the rules of the American Arbitration Association or under such rules to which the parties may agree. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment there upon shall be borne equally by both parties. During the course of the arbitration and until a final settlement has been reached, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement.

*Nondiscrimination*

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital or family status, sexual orientation, age, handicap, ancestry, receipt of public assistance, gender identity or national origin in the operation of the project described in the Agreement.

*Severability*

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

*Amendments*

This Agreement may be amended only in writing and authorized by the designated representative of [*Housing Developer*, *Property Manager* and *Social Service Agency*].

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

Executive Director, [*Housing Developer*]

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

Executive Director, [*Social Service Agency*]

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

 Executive Director, [*Property Manager*]