

Best Practices – Tenant Needs Memorandum of Understanding

Disabilities/Homeless Election

*This guide is designed to offer assistance in preparing the Memorandum of Understanding (MOU) between the responsible owner, management company, and local and/or regional service provider or Continuum of Care (CoC) agency that specifically serves the targeted population identified in the applicant's Marketing & Preference Plan narrative. The guide lists the **minimum** agreed upon terms that should be included in the MOU.*

Background

In AHFA's Housing Credit Qualified Allocation Plan and HOME Action plan, points are awarded to projects which set-aside a minimum of 5% (percent) of total proposed units for tenants with disabilities or homeless populations. The units must be actively marketed and rented to households with at least one tenant with a disability or a tenant transitioning from being homeless. A Marketing & Preference Plan narrative will be required for those projects that received an allocation of Low-Income Housing Tax Credits or HOME funds.

Points are earned for those applicants that agree to provide supportive services, provided that the applicant adheres to the minimum requirements outlined in the Disabilities/Homeless Election Form and information provided within this guide. The applicant, management agency and at least one (1) local and/or regional service provider or CoC must execute a MOU. The sole purpose of the MOU is to encourage cooperation between the parties and their intention to work together to provide clearly defined supportive services to the targeted population, and list the responsibilities of each party.

Definition – Supportive Services

For the purpose of this MOU, "supportive services" means services provided or offered to eligible residents to enhance the residents' ability to maintain independent living. Supportive services must address the special needs of the disabled and/or homeless individuals to be served. Those services may include: ¹referral, counseling and support; alcohol and substance abuse services, benefits advocacy and income support assistance, and assistance in obtaining other resources and support such as childcare, transportation, job-training, employment assistance and other appropriate services. These services may be provided directly by the service provider or CoC, or by arrangement with other providers.

The following is the minimum that should be included in the executed MOU:

I. Roles and Responsibilities

The parties to the MOU should provide a brief description of their roles and list any conditions (if any) to the MOU such as: *(the below is provided as an example only)*

- *The Development must receive Low-Income Housing Tax Credits (LIHTC) funding from AHFA.*
- *The Development must be properly placed-in-service.*

¹ Please note that services should not be limited to referral services "only", and should include a definitive plan to ensure a continuous relationship between the tenant, developer, management company and service provider.

- *If supportive services have waiting lists, residence will be placed on said waiting lists using the standard methods of the provider.*
- *All parties are aware that provided services are limited to funding, and that every effort will be made to provide continuance of service throughout the LIHTC “compliance period”.*

II. Services to be Provided

The MOU should contain a description of the supportive services that will be available to the targeted households, and list the service providers who will be available to assist in making their services available to the households.

- Clearly describe supportive services - The supportive services should be clearly described in the MOU. (Please note that the MOU can also contain language that refers to an exhibit (i.e. pamphlet or additional document) that lists the available services provided by the local and/or regional service provider or CoC.

Example:

- 1. ABC Support Services ... agrees to make referral of qualified tenants to XYZ agency;*
- 2. ABC Support Services ... agrees to offer/provide life skills training to qualified tenants;*
- 3. ABC Support Services ... agrees to offer/provide employment assistance to qualified tenants.*

For additional information on the types of services provided by ABC Support Services, please see attached brochures or Exhibit A):

Please note that the above is an example only, and is not an inclusive list of services that may be available for the target population.

- Coordination - The MOU should describe how services will be coordinated among agencies and how households will be linked to those services.
(Example – ABC Support Services will work with the client/tenant, the developer/owner and partner agencies to coordinate available services by keeping an updated list of eligible clients and forwarding the list to partner agencies and ensure that eligible households are linked to those services).
- Reasonable Accommodation (if applicable) - The MOU should state the willingness of all parties to negotiate reasonable accommodations to facilitate the admittance and retention of persons with disabilities. *(The concept of reasonable accommodation is broad and flexible but otherwise it allows a qualified person with a disability to participate fully in a program and take advantage of a provided services. It can include but not limited to access to transportation to participate in support services, in-home access to support services for those persons where access to transportation is limited or unavailable, or providing the use of common areas that allow participation in provided services).*
- Continuity - The MOU should describe a plan between the local and/or regional service provider or CoC, owner and management company that will take into consideration any possible future staff turnover and assure continuing availability of services for the duration of the compliance

period. *(All parties are aware that provided services are limited to funding, and that every effort will be made to provide continuance of service throughout the LIHTC “compliance period”.)*

- III. **Any additional Terms of the MOU** – Include any agreed upon terms of the MOU (such as duration, quarterly/annual meetings)
- IV. **Signatures** – The MOU must be signed (with printed name/titles) and dated by all parties.