**Memorandum of Understanding for Special Needs Housing Services**

**(Link MOU Form 02 SPN)**

**MOU SPECIAL NEEDS– RFA 2016-113 – PROPERTIES WITH HUD CONTRACT**

This Memorandum of Understanding for Special Needs Housing Services (the “MOU”) is entered into as of this \_\_\_ day of \_\_\_\_\_\_\_\_, (date) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Referral Agency”).

RECITALS:

A. In response to Florida Housing Finance Corporation’s (“the Corporation”) REQUEST FOR APPLICATION #\_\_\_\_\_\_\_ the Owner obtained funding for the development of an affordable housing Development located in \_\_\_\_\_\_COUNTY, Florida known as \_\_\_\_\_\_\_\_\_\_PROPERTY NAME (the “Development”) and consisting of \_\_\_\_\_\_\_\_\_# APARTMENT UNITS.

B. Owner committed to set-aside \_\_\_% of the ELI units, which is # units of the required Extremely Low-Income (“ELI”) units in the Development, for Special Needs Household(s). “Special Needs Household” as defined by the Corporation in 67-48.002(107) f.a.c., means a household consisting of or Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with a Disability or Youth Aging Out Of Foster Care. These set-aside units are known as “Link” units.

C. The Corporation has determined that that Special Needs Households require initial, intermittent or on-going supportive services from one or more community based service providers so that stable, adequate and safe housing is maintained in the community.

D. The Owner desires to engage the Referral Agency’s services as more particularly described herein in connection with the Special Needs Households at the Development and in working with the community’s supportive service providers to find eligible tenants.

Accordingly the parties agree as follows:

1. Contract Form. This MOU in intended to constitute the entire agreement between the parties and they intend this MOU to be binding upon the parties in the absence of any other agreement. Amendments to this agreement must be reviewed and approved by the Corporation.

2. ELI Special Needs Household Candidate. The parties agree that Special Needs Households qualifying for the ELI units in the Development should be (i) receiving community based supportive services at the time of the referral; (ii) prepared to live in an independent living environment; and (iii) able to pay the determined rent and other costs for the available ELI unit. The parties acknowledge that some of the Special Needs Households may require regular and long-term community based supportive services during their tenancy, while others may need only temporary or short-term support to address a situational crisis or to receive assistance to regain independence and stability.

It is understood that all prospective Special Need Household candidates will be bound by the Development’s residential application process, rules, regulations and lease provisions, and the applicable sections of Section 42 of the Internal Revenue Code, as well as any Corporation regulations or criteria as they apply to the processing, approval and lease terms of prospective and existing residents.

3. Referral Agency’s Special Needs Households Target Population. Referral Agency has informed Owner that it has experience in working with \_\_\_\_\_\_\_\_\_\_\_and , therefore, will be expected to process, screen and accept referrals only in that designated special needs population.

4. Referral Agency’s Responsibilities. The Referral Agency shall be responsible for providing the following services at the Development (collectively, the “Services”):

1. Develop and maintain a list of eligible Special Needs Households interested in applying for reserved Link units as they become available;
2. Be knowledgeable and informed about the specific property’s rents and related costs, household income limits or restrictions, resident rights and responsibilities, the resident application process, as well as the information and documents the household will need when applying for the reserved unit. Pre-screen Special Needs Households that are suitable for tenancy based on this information;
3. Designate a point of contact to receive notices from the Owner/Management when there is a reserved unit available;
4. Work with the Development during the leasing and occupancy period for all Special Needs Household residents;
5. Upon notification that a reserved unit is available, select the Special Needs Household at the top of the list waiting for that unit type;
6. Coordinate the first contact between the selected special needs household and the Development within a timely manner;
7. Assist in addressing appropriate application or tenancy issues or concerns by the Owner and/or household if the concerns or issues are not able to be adequately resolved or handled by the primary parties;
8. Provide or ensure that the Owner/Management receives the Special Needs Household’s required documentation pursuant to applicable compliance requirements established by the Corporation;
9. Become knowledgeable about the specific property’s process for Reasonable Accommodation under the federal Fair Housing Act and assist referred Special Needs Household with requesting a Reasonable Accommodation if applicable.

5. Owner’s Responsibilities. The Owner (or the Management under a management agreement with the Owner) shall be responsible for the following:

1. Holding Link units available for Special Needs Households sent to property by Referral Agency. Link Unit vacancies must be held open for referrals for, at least, a period of 30 calendar days starting from the date the unit is vacant and ready to lease. The Owner must notify the Referral Agency(s) that the Link Unit is available on or before the unit becomes vacant and ready to lease.
   * 1. If a Special Needs Household referral is denied, Owner must notify the Referral Agency when that denial is made and continue to hold the Link unit available to allow the Referral Agency to make referrals within the 30 calendar day-hold period.
2. **Properties that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD, but are not HUD Section 202 or HUD Section 811:** The Owner shall establish an owner-adopted preference in the admission policies for the Development, allowing the Owner to create a preference or limited preference specifically for individuals or families who are referred by a partnering service agency. The partnering service agency must be a designated Special Needs Household Referral Agency in the county where the Development is located. Following Chapter 4 of the HUD Handbook 4350.3, the Applicant is required by HUD to submit a written request to their local HUD Field Office specifying this type of preference with a full description of the preference and how it will be implemented. Such HUD approval must be demonstrated to the Corporation by the final credit underwriting report.
3. **Properties that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD, but are not HUD Section 202 or HUD Section 811**: Maintain a separate waiting list for referred Special Needs applicants and prioritize these individuals for any units that may become vacant after the initial lease-up period, based upon the minimum number of units specified in the application. During and after lease-up Referral Agency referrals must be moved in first regardless of chronological order of the general waiting list until all Link units are occupied with referrals.
4. Notifying the Referral Agency as to the disposition of applications for Link Units, and consider requests for Reasonable Accommodations for those not accepted.
5. Working with Referral Agency to coordinate the first contact with the Special Needs Household and to initiate the application process;
6. Designating a point person on-site at the Development to send notice of unit availability to the designated point person from the Referral Agency and to work with the Referral Agency during the leasing and occupancy period for all referred Special Needs Household residents.
   1. Employ and maintain a communications plan between Management and Referral Agency that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period.
7. Collaborating with the Referral Agency as appropriate and applicable, to address the household’s needs for assistance at application;
8. Notifying the Referral Agency regarding anticipated and actual vacancies in Link Units, as described below in #6 “Availability of ELI Units.”
9. Notifying the Referral Agency, in a timely manner, of issues or concerns that may adversely affect the tenancy of the household;
10. Contacting Referral Agency if there are any issues or concerns that have not been satisfactorily resolved with the household.
11. Informing the Referral Agency about the property and unit characteristics and features, rents and related costs, household income limits or restrictions, resident rights and responsibilities, the resident application process, as well as the information and documents each household will need when applying for the reserved unit.
12. Developing and maintaining a written policy and procedures information document to be given to the Referral Agency that describes the procedures to be used to help referred households apply for, get accepted, and maintain tenancy in a Link Unit. Owner shall inform the Referral Agency of any changes in these procedures. Owner shall include a section on Reasonable Accommodation under the federal Fair Housing Act in this document and the property’s process for applying for a Reasonable Accommodation.

6. Availability of ELI Units

1. Link unit vacancies must be held open for referrals for a period of at least 30 calendar days starting from the date the unit is vacant and ready to lease. The Owner must notify the Referral Agency(s) that the Link Unit is available on or before the unit becomes vacant and ready to lease.
2. Leasing Activity (Lease-up and Pre-leasing): During leasing activity, the Development owner shall make all units available for the intended Link residents, referred by the Referral Agency, until the Development’s Link set-aside requirement has been met. If the Development has not met its Link set-aside unit requirement by the passing of 30 days after the last unit is actually available for occupancy, the Development owner may lease the units to any eligible household.
3. The Owner is responsible for contacting the Referral Agency and the Corporation ninety calendar (90) days prior to the anticipated issuance of the first certificate of occupancy for any building in the development or by the commencement of pre-leasing, whichever comes first. This is to ensure that the Owner/Mgt. entity is in contact with proper Referral Agency staff and both parties to the MOU have an understanding with the roles and responsibilities as outlined in this MOU. This contact to the Corporation shall be made by email at the following email address: [Link@floridahousing.org](mailto:Link@floridahousing.org)
4. If the Development is an Acquisition/Rehabilitation development in which the Development is occupied at the time of closing, all ELI units that become available must be prioritized for Link referrals until the minimum Link requirements have been met.

7. Process for Termination of MOUs

1. When an owner intends to terminate an MOU, the owner must submit to the Corporation a new approved, executed MOU with a new Referral Agency before the owner terminates the prior MOU. The owner must obtain approval from the Corporation for a new MOU executed with another Referral Agency before termination of the prior MOU may become effective. Owner must contact the Corporation by email at the following email address: [Link@floridahousing.org](mailto:Link@floridahousing.org).
2. The Corporation may require the owner to terminate an MOU with a Referral Agency if that partnership is not effective in meeting the intent of the Link Set-Aside Requirement. The owner shall execute another MOU with a new Referral Agency and must obtain approval from the Corporation before execution of the MOU.
3. When a Referral Agency notifies the owner of its intent to terminate an MOU, the owner shall notify the Corporation of the MOU termination by email, at Link@floridahousing.org, within five (5) calendar days of receiving the notification from the Referral Agency. The owner shall then select another Referral Agency for the Development’s county and obtain approval from the Corporation for the MOU executed with the new Referral Agency no later than 45 calendar days after receipt of notification from the prior Referral Agency of its intent to terminate the MOU.

8. Term of Services.

(a) This MOU shall continue on an annual basis from the date of execution unless either party provides notice of non-renewal to the other within thirty (30) calendar days prior to expiration. If the MOU is not to be renewed, owner must notify the Corporation by email at the following email address: [Link@floridahousing.org](mailto:Link@floridahousing.org) . Owner must immediately begin execution of a new MOU with a Corporation-designated Special Needs Household Referral Agency. The process for the owner to execute a new MOU shall be followed as stated in Section 7 above.

(b) If Referral Agency fails to adequately provide the services outlined in this MOU, Owner may terminate this MOU by providing written notice to Referral Agency as set forth above, and before such termination becomes effective, to immediately seek services from such other Special Needs Household referral agency providers deemed acceptable to the Corporation. The process for the owner to execute a new MOU shall be followed as stated in Section 7 above.

(c) If Referral Agency elects to terminate the agreement for any reason, Owner may immediately seek services from such other Special Needs Household referral agency providers deemed acceptable to the Corporation. The Corporation must be notified of the termination. The Owner must notify the Corporation by email at the following email address: [Link@floridahousing.org](mailto:Link@floridahousing.org).

9. Representations and Warranties. Referral Agency represents and warrants that it is capable and qualified of performing under the terms and conditions of this MOU, and shall maintain the appropriate designations and certifications to perform its functions under this MOU in the jurisdiction where the Development is located.

If to Owner: Name

Address

City State Zip

Attention:

Phone

Email

If to Referral Agency: Name

Address

City State Zip

Attention:

Phone

Email

9. Governing Law. All agreements set forth herein between Owner and Referral Agency shall be construed in accord with and governed by the laws of the State of Florida and the United States of America and the County and/or City in which the Development is located.

THIS MEMORANDUM OF UNDERSTANDING FOR SPECIAL NEEDS HOUSING SERVICES is agreed to upon the date first written above between:

OWNER:

By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REFERRAL AGENCY:

By:

Name:

Title: