

## HOUSING / SERVICES AGREEMENT

**THIS HOUSING / SERVICES AGREEMENT** is made by and between \_\_\_\_\_ (“*Project Owner*”) with an office located at \_\_\_\_\_, and (“*Support Agency*”) with an office located at \_\_\_\_\_.

Project Owner and Support Agency agree as follows:

- 1) Performance under this Agreement shall commence on \_\_\_\_\_ (*date*) and shall not be terminated unless terminated in accordance with the terms of this Agreement.
- 2) Support Agency shall be the support/service provider for persons with/who are \_\_\_\_\_ (*specific population of residents with Special Needs [SN]*) citizens of the Project.
- 3) \_\_\_\_ ( ) (*number*) housing units located at \_\_\_\_\_ (“*Project*” street address), Village of \_\_\_\_\_, Town of \_\_\_\_\_, \_\_\_\_\_ County, State of New York shall be made available to eligible residents referred by Support Agency subject to the Project’s Marketing Plan as approved by the New York State Homes and Community Renewal (“HCR”).
- 4) Support Agency shall provide support services to Special Needs Residents to enable independent living to the greatest extent possible. Services provided to Residents in the Project with Special Needs are listed in **Attachment A** to this Agreement.
- 5) Project Owner, its designees and Support Agency shall, as required by applicable law and regulations, maintain the confidentiality of information relating to Residents with Special Needs.
- 6) Project Owner shall provide Support Agency with income eligibility criteria for residency in the Project.
- 7) Referrals from Support Agency shall have priority for units until at least \_\_\_\_ ( ) units are occupied by Residents with Special Needs (named in #2 above). **Out of these referrals, priority shall be given to such persons with Special Needs who have served in the armed services of the United States for a period of at least six months (or any shorter period due to injury incurred in such service) and have been thereafter discharged or released from the armed forces under conditions other than dishonorable.**
- 8) Performance under this Agreement will comply with Title VIII of the Federal Civil Rights Act of 1968, also referred to as the “Fair Housing Act”, Section 504 of the Federal Rehabilitation Act of 1973, the Human Rights Laws of the State of New York, and all other applicable laws and regulations.
- 9) Residents with Special Needs who reside in the Project shall:
  - a. Have the same services and accommodations as other residents.
  - b. Be governed by the same rules and regulations governing occupancy of the Project as other residents.
  - c. Pay the same rent as other residents of comparable units.

- d. Reside in units that are not segregated or identified as special needs units and are comparable to units available to other residents.
- 10) For initial occupancy:
- a. Project Owner or its designee shall notify Support Agency in writing of the number of available special needs units, including the unit size, accessibility, monthly rent and estimated utilities, income necessary for the rent/utilities payment, the income eligibility guidelines, and the date of availability for occupancy.
  - b. Support Agency shall identify, screen and refer potential Residents with Special Needs to the Project Owner or its designee.
  - c. If a potential Resident with Special Needs referred by Support Agency is rejected, Project Owner or its designee shall notify Support Agency in writing of the reason(s) for the rejection.
  - d. If after two (2) months, an insufficient number of eligible Residents with Special Needs has been referred to and selected by Project Owner or its designee, Project Owner or its designee will attempt to identify and notify in writing any other support/service providers in the community of the availability of units for persons with special needs and HCR's Office of Finance and Development.
  - e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.
- 11) After initial rent-up of the Project, Support Agency shall have the option to provide the payment of the rent to hold a unit, for a period not to exceed three (3) months, while an eligible tenant is not in occupancy.
- 12) When a unit becomes vacant during the operation of the Project:
- a. Project Owner or its designee will notify Support Agency in writing of each available unit for residents with special needs, including the unit size, accessibility, monthly rent and estimated utilities, the income necessary for the rent/utilities payment, the income eligibility guidelines, and the date of availability for occupancy.
  - b. Within ten (10) business days of such notification, Support Agency shall identify, screen and refer potential Residents with Special Needs to Project Owner or its designee.
  - c. If a potential Resident with Special Needs referred by Support Agency is rejected, Project Owner or its designee shall notify Support Agency in writing of the reason(s) for the rejection.
  - d. If after ten (10) business days, an insufficient number of eligible Residents with Special Needs has been referred to and selected by Project Owner or its designee, Project Owner or its designee will attempt to identify and notify in writing HCR Office of Finance and Development and any other support/service providers in the community of the availability of units for persons with special needs.
  - e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.

- 13) Support Agency shall maintain a waiting list of potential Residents with Special Needs.
- 14) Support Agency shall provide information upon request by Project Owner or its designee to fulfill reporting and monitoring requirements of the funding source(s) of the Project.
- 15) Support Agency shall provide Project Owner with the name and telephone number of a Support Agency representative who will be available in the event of an emergency.
- 16) Support Agency shall notify Project Owner in writing, within five (5) business days of occurrence, of any event which may significantly impact the capacity of a Resident with Special Needs to reside in the Project and shall make recommendations for assisting the Resident.
- 17) If a Resident with Special Needs materially violates the terms of the lease or the rules and regulations of the Project:
  - a. Project Owner or its designee will notify the Support Agency of the violations in writing.
  - b. Prior to commencement of eviction proceedings, Project Owner or its designee will consult with Support Agency regarding the reason(s) for such possible eviction.
  - c. Project Owner shall have the final decision regarding the continued occupancy of Residents with Special Needs with respect to such violation in accordance with the procedures for all residents.
- 18) Services provided under this Agreement may not be diminished nor may this Agreement be changed, terminated or modified orally or in any manner unless both parties hereto and the New York State Homes and Community Renewal consent in writing, which consent will not be unreasonably withheld or delayed.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PROJECT OWNER:

By: \_\_\_\_\_

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

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

SUPPORT AGENCY:

By: \_\_\_\_\_

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

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

**NYS HCR APPROVAL**

The Agreement is satisfactory to fulfill the requirements of the HTFC Funding Commitment Letter Exhibit 10 and/or LIHC and/or SLIHC Regulatory Agreement Attachment A.

Approved By: \_\_\_\_\_

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

Title: \_\_\_\_ NYS HCR Special Needs Manager

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

ATTACHMENT A  
SUPPORT SERVICES

- 1) Support services to be provided to Residents of the Project with Special Needs may include, but will not be limited to the following: