

MEMORANDUM OF UNDERSTANDING BETWEEN

_____ and _____

I. BACKGROUND AND INTENT

This agreement for services entered into on _____, _____ is between the _____ and _____.

WHEREAS, the sole purpose of this Memorandum of Understanding is to detail the agreement between _____ and _____ about staffing and offering services to residents in _____ Permanent Supportive Housing (PSH) program which will be operated at _____;

WHEREAS, the PSH program will provide housing for low-income individuals (80% of Median Family Income limits for HUD's Section 8 program) who are homeless or at-risk of becoming homelessness;

WHEREAS, _____ holistic program is best positioned to provide supportive, client centered services so will provide staffing, overall coordination of all services and will be the lead service provider who will provide services to residents;

WHEREAS, _____ agrees to be the lead service provider and coordinator of supportive services as defined in **Section II -- Definitions** to the PSH residents and have trained and experienced staff who work with the chronically homeless individuals that will reside at the facility. _____ agrees to be the lead service provider contingent on two additional staff positions, a Program Director, and Caretaker, added to the _____ organizational chart and five years of funding for those positions will not be taken from the existing _____ budget but added to the _____ budget to cover salaries, fringe, expenses, and raises;

WHEREAS, it is understood that _____ plans to offer full-service case management on a voluntary basis to those residents that take advantage of the services that will be provided at the facility;

WHEREAS, residents voluntarily participate in the services provided at the facility by _____ staff and can voluntarily participate in any other service offered by other Tribal departments.

Therefore, _____ and _____ 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: (a) medical and psychological case management; (b) benefits advocacy and income support assistance such as SSI, AFDC, GA, food stamps, Social Security; (c) money management/payee services; (d) nutritional counseling; (e) assistance in obtaining other resources

and support for residents such as child visitation, transportation, job training and job placement; and (f) addiction treatment services. These services may be provided directly or by arrangement with other service providers.

For the purposes of this Memorandum of Understanding, a "disabled person" 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, "homeless" is defined as: A household made up of one or more individuals, other than individuals imprisoned or otherwise detained pursuant to tribal, state or federal law, who: (1) lack a fixed, regular, or adequate nighttime residence; or (2) have a primary nighttime residence that is: (a) a supervised publicly or privately owned operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or (b) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, camping ground, etc. Additionally, individuals will be considered to be homeless if they: (a) are fleeing or attempting to flee domestic violence or other dangerous or life-threatening conditions; (b) will imminently lose their housing, including housing they own, rent, or live in without paying rent or are sharing with others; (c) are returning from incarceration; or (d) are "doubled-up" temporarily in another household's dwelling unit.

For the purposes of this Memorandum of Understanding, "individuals at risk of homelessness" is defined as an individual that is faced with a situation or set of circumstances that is likely to cause the individual to become homeless in the future, including living in substandard housing, living in housing that is inadequate for the size of the household, living in housing with a person who engages in domestic violence, paying more than 50 percent of household gross income for rent, or having insufficient household resources to pay for current housing and meet other basic needs.

For the purposes of this Memorandum of Understanding, "low income" is defined as households with incomes 80% or below the median family income for _____, ____. It is intended that this definition be consistent with HUD's definition of low income.

III. ELIGIBILITY DETERMINATIONS

Eligibility for this project will be based on homeless status and income level as described in **Section II - Definitions**. In addition, this project will prioritize individuals who are _____ tribal members.

Tenants will be selected based on criteria developed by _____. Potential tenants will undergo a two-stage screening process: First, _____ will determine the household's homeless status, tribal affiliation and whether or not the tenant is able to abide by the terms of the lease and could benefit from supportive housing and services. The prospective tenant will then be evaluated by the _____ to determine if she/he meets the income eligibility as determined by NAHASDA. See *Appendix A (Resident Selection Plan)*.

IV. GUIDING PRINCIPLES

All parties under this Memorandum of Understanding jointly recognize that tenants with low incomes are diverse in terms of their strengths, motivations, goals, backgrounds, needs and disabilities and that:

- Tenants with low incomes and/or disabilities are members of the community with all the rights, privileges, and opportunities accorded to the greater community;
- Tenants with low incomes and/or disabilities have the right and responsibility to meaningful choices in matters affecting their lives;
- In designing and implementing services, the input of the tenant should be sought; and,
- Housing First will be the guiding principle of this supportive housing project.

Core Elements of Housing First Include:

- Acceptance of applicants regardless of their sobriety, any past or current use of substances, any completion of rehabilitation or treatment, or participation in any other supportive services.
- Applicants are seldom rejected solely on the basis of poor credit or financial history, employment readiness, poor or absent rental history, criminal convictions, or any other behaviors that are generally held to indicate a lack of “housing readiness.”
- Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly tenant-driven without standardized or predetermined goals, and client choice is key.
- Use of alcohol or drugs in and of itself (without other lease violations) is not considered a reason for eviction.

V. ROLES AND RESPONSIBILITIES

It is understood that Services staff must work together as a team to effectively meet the needs of the tenants. It is also understood that this collaborative arrangement will not succeed without a Project Director to ensure coordination that is client centered. This level of collaboration will require exceptional, thorough, and timely communication between all parties. Property management staff and the Program Director will communicate on a weekly basis to ensure smooth processes and communication. However, the parties to this agreement understand their separate and distinct responsibilities. _____ agrees in the performance of services, that tenant and client rights are respected and complied with not only as a matter of principle, but as a matter of practice.

_____ agrees to advise _____ of highly pertinent matters in the referral and placement process and understands that each is bound by confidentiality standards regarding the exchange of information. Appropriate releases will be secured when confidential client information needs to be shared.

_____ will be responsible for the overall coordination and provision of services through the PSH program.

_____ will be responsible for the following:

1. Develop service program and create the Support Services Plan.
2. Hire / Supervise Program Director
3. Hire / Supervise Caretaker / Onsite Manager
4. Coordinate application process
5. Work with applicant to obtain proper paperwork and complete application
6. Manage waitlist
7. Take referrals from community partners (including Department of Human Resources Development (DHRD), Tribal Health Department (THD), and _____)
8. Screen tenant applicants
9. Determine, verify, and document eligibility of tenants (homeless status, tribal affiliation) and work with _____ to determine income eligibility
10. Provide applications in a timely fashion to fill any vacancies
11. Identify gaps in services and work with other team members to ensure that tenants have access to the services they need to remain lease compliant
12. Work with residents when they are in danger of eviction to ensure that tenants have access to the services they need to remain lease compliant
13. Create plan to resolve any failed unit inspections
14. Assist clients in understanding their rights and responsibilities under a tenant lease. This includes explaining the eviction process as well as what is in the Tenant Handbook
15. Promote empowerment of tenants through credit counseling, tenant financial education and health and wellness
16. Organize and facilitate weekly meetings between Service Provider and Property Manager
17. Design and implement community building /social activities (as appropriate with Covid-19 protocols in place)
18. Maintain accounts and records for service funding/expenses of the project
19. Collaborate with _____ and Property Management Company
20. Provide Supportive Services to residents, as outlined in *Appendix B (Services Plan _____)*

During operations of the PSH program, _____ will be responsible for providing Supportive Services to the tenants of the PSH Development as funding permits.

VI. SCOPE OF SERVICES

All residents of the PSH program will be eligible for additional case management and other services provided by the DHRD and THD staff on-site, and off-site when on-site service provision is not available.

It is understood that _____ plans to offer Support Service coordination with and referrals to and from appropriate providers, where such resources exist. _____ **and DHRD will** offer the following services outlined in the *Appendix B (Services Plan _____)*

Consistent with client rights principles, it is understood that referrals and other services will be made available to all residents. _____ and _____ will take no action in making referrals or providing services without the agreement of the individual except when it appears, in _____'s judgment, necessary to do so to protect the individual or others from serious harm.

VII. FUNDING

_____ agrees to serve in the role as the lead service provider with the understanding that new funds are identified and committed by _____ for five years, at minimum. It is expected that the PSH's services budget will be stable but will increase slightly over the next five years with inflation and cost of living increases. It is understood that _____ does not have these funds in their department budget now, nor will _____ have this funding available in their department budget in the next five years.

The new funds needed are to hire two (2) new staff positions through _____ and to cover program costs at \$_____/annually (with a cost of living increase per year as approved by _____). *Appendix C is the PSH Supportive Services Budget.* Operating expenses will also be covered by _____ on an annual basis; the budget will be covered by rental income generated through _____ Tenant Base Assistance vouchers. *Appendix D is the PSH Operating Budget.*

_____ 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 local community as well as the larger community, including family, friends, job, and school.
2. Facilitate access to treatment services for health services, social services, and physical health needs. This might include referral and advocacy for services at appropriate treatment centers.
3. Help clients access pre-vocational and vocation/employment assistance, peer counseling, substance abuse counseling, special needs skills training, safe sex education and tenants' rights education.
4. Provide quarterly reports to the Tribal Council

VIII. GENERAL TERMS

Terms. This Agreement will begin effective the date of _____. _____ and will continue through _____, _____. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months 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. _____ and _____ 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. _____ and _____ agree that they will not at any time disclose confidential information and/or material without the consent of the other 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. In the event that legal action is brought by either party to enforce any obligation

hereunder or for other remedy for a cause of action arising under this Agreement, the parties agree and, each expressly consents as follows: the forum to hear such cause or enforce such obligation shall be the Tribal Court of the _____, and each party waives any objections it may have to the exercise of personal or subject matter jurisdiction by said Court for purposes of this.

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 _____ and _____.

Signed: _____

Date: _____

Signed: _____

Date: _____