**HOUSING / SERVICES AGREEMENT**

**THIS HOUSING / SERVICES AGREEMENT (“Agreement”)** is made and entered into as of the Click or tap here to enter text. day of Click or tap here to enter text., 20Click or tap here to enter text., by and between Click or tap here to enter text. , with an office located at Click or tap here to enter text., (“Project Owner”), and Click or tap here to enter text. (“Service Agency”) with an office located at Click or tap here to enter text..

Project Owner and Service Agency agree as follows:

1) Performance under this Agreement shall commence on on the date of the marketing period and shall not be terminated unless terminated in accordance with the terms of this Agreement.

2) Service Agency shall be the housing service provider for persons with/who are Click or tap here to enter text. (“Residents with Special Needs”) residing in the Special Needs Units (as hereinafter defined) who are residents of the Project located at Click or tap here to enter text., City of Click or tap here to enter text., County of Click or tap here to enter text., State of New York (“Project”), in accordance with the requirement of the Project. Any additional services that these Residents with Special Needs receive may be provided by the Support Agency, at the option of each individual.

3) A minimum of Click or tap here to enter text. units, (“Special Needs Units”), located at the Project shall be made available to eligible tenants referred by the New York City Department of Housing Preservation and Development (HPD), New York City Department of Homeless Services (DHS), or another HPD approved referral source(s) (collectively, or individually as applicable, the “Referral Sources”), subject to the Project’s Marketing Plan as approved by HPD and HCR.

4) Referrals from Referral Sources shall have priority for the Special Needs Units.

Referrals will be facilitated by HPD's Homeless Placement Services for the Special Needs Units and will be made through the standard referral process. Of these referrals, in the event that two Residents with Special Needs are eligible for a single available unit, who are otherwise identical applicants, and complete their applications at the same time, the Project Owner shall give priority to such persons with Special Needs who have served in the armed services of the United States for a period of at least six (6) months (or any shorter Project Owner have that information available to them.

5) Service Agency shall provide support services to Special Needs Residents to enable independent living to the greatest extent possible. Services which may be provided to Residents with Special Needs are listed in **Attachment A** annexed hereto to this Agreement.

6) Project Owner shall provide Service Agency with income eligibility criteria for residency in the Project.

7) The Referral Sources shall maintain applicant pool (s) of potential Residents with Special

Needs.

8) For initial occupancy:

a. Project Owner or its designee shall notify Service 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. The Referral Sources 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 the Referral Source is

rejected, Project Owner or its designee shall notify the Referral Source and

Service Agency in writing of the reason(s) for the rejection. Such acceptance of

the individual by the Project Owner shall not be unreasonably withheld.

d. If after sixty (60) 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 notify the Service Agency, HPD and the HCR

assigned Asset Manager and HCR’s Supportive Housing Coordinator. .

e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.

f. After initial rent-up of the Project, Service Agency shall have the option to provide the payment of the rent to hold a unit, for a period not to exceed ninety (90) days, while an eligible tenant is not in occupancy.

9) When a unit becomes vacant during the operation of the Project:

a. Project Owner or its designee will notify Referral Sources 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 sixty (60) business days of such notification, Referral Sources 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 Referral Source is rejected, Project Owner or its designee shall notify Service Agency in writing of the reason(s) for the rejection.

d. If after sixty (60) 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 notify the Service Agency, HPD and the HCR

assigned Asset Manager and HCR’s Supportive Housing Coordinator.

e. Potential Residents with Special Needs shall be referred on a first-come, first-served basis.

10) Residents with Special Needs who reside in the Project shall:

a. Have the same services and accommodations as other residents, in addition to the social services provided by the Support Agency.

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, except as adapted to meet the needs of a Resident with Special Needs, if applicable.

11) Service 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 with Special Needs. This provision shall not be construed to permit displacement or termination of existing tenancy other than for good cause.

12) 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 Service Agency of the violations in writing.

b. Prior to commencement of eviction proceedings, Project Owner or its designee will consult with Service Agency regarding the reason(s) for such possible eviction, and Service Agency may work with the Project Owner to attempt to remedy the violation.

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.

13) Services provided under this Agreement may not be diminished, except as described in the Attachment A, nor may this Agreement be changed, terminated or modified orally or in any manner unless both parties hereto and the HCR and HPD consent in writing, which

consent will not be unreasonably withheld or delayed.

14) Service 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) Project Owner, its designees and Service Agency shall, as required by applicable law and regulations, maintain the confidentiality of information related to Residents with Special Needs.

16) 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.

17) In the event of any conflict or ambiguity between the provisions of the Regulatory

Agreement, including this Addendum, and the Contract, the provisions of this Regulatory Agreement shall prevail.

18) Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of Section 2 and Section 4 of Attachment A of the HCR Tax Credit Reservation Letter.

SIGNATURE PAGE(S) TO FOLLOW

IN WITNESS WHEREOF, the parties have signed this Agreement this Click or tap here to enter text. day of Click or tap here to enter text., 20Click or tap here to enter text..

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| --- | --- |
|  | PROJECT OWNER:  By:  Name:  Title:  SERVICE AGENCY:  By:  Name:  Title:  **ACCEPTED BY NYS HCR**  The Agreement is satisfactory to fulfill the requirements of the HTFC Funding Commitment Letter Exhibit 11 and/or LIHC and/or SLIHC Regulatory Agreement Attachment A.  Accepted By:  Name:  Title: NYS HCR Special Needs Coordinator  Date: |

ATTACHMENT A

SUPPORT SERVICES

Non-housing services for the Residents with Special Needs may be provided by Service Agency pursuant to each Resident’s Individualized Service Plan (“ISP”), if applicable, or from any other qualified agencies or providers. Residents may likewise choose to self-direct any or all of their non-housing services, and may change any provider of any non-housing service at any time.

1. Services to be provided to Residents of the Project with Special Needs may include, but will not be limited to the following: