**HOUSING / SERVICES AGREEMENT**

**For Projects Receiving** Empire State Supportive Housing Initiative or successor program (“ESSHI”) **Funding**

**OR**

**For Projects Receiving Non- ESSHI** Supportive Housing Funding from CONTRACTING STATE AGENCY

**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., a New York limited partnership, with a business address at Click or tap here to enter text., its designees, successors and/or assigns (“Project Owner”), and Click or tap here to enter text., a New York not-for-profit corporation, with a business address at Click or tap here to enter text. (“Support Agency”).

Project Owner and Support Agency agree as follows:

1. Performance under this Agreement shall commence Click or tap to enter a date. and shall not be terminated unless terminated in accordance with the terms of this Agreement.

[*Insert if receiving ESSHI funding*: Notwithstanding, performance under this Agreement is conditional on the execution of an Empire State Supportive Housing Initiative or successor program (“ESSHI”) contract which Support Agency shall separately enter into with the Click or tap here to enter text. (“State Contracting Agency”).]

[*Insert if receiving non-ESSHI, Supportive funding from NYS Agency*: Notwithstanding, performance under this Agreement is conditional on the supportive funding commitment which Support Agency shall separately enter into with the Click or tap here to enter text. (“Contracting State Agency”).]

2) Support Agency shall be the housing support service provider for persons with/who are Click or tap here to enter text. (“Residents with Special Needs”) residing in the Supportive Units (as hereinafter defined) who are residents of the Project located at Click or tap here to enter text., 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, at the option of each individual, be provided by the Support Agency.

3) A minimum of Click or tap here to enter text. units, comprising Click or tap here to enter text. 1-bedroom units and Click or tap here to enter text. Click or tap here to enter text.-bedroom units (“Supportive Units”), located at the Project shall be made available to Residents with Special Needs referred by Support Agency *[Insert the applicable Support Agency(ies)]*, the New York City Department of Housing Preservation and Development (“HPD”), New York City Human Resources Administration/Department of Social Services (“HRA/DSS”), New York City Department of Homeless Services (“DHS”), or another approved referral source(s) (collectively, or individually as applicable, the “Referral Sources”), subject to the Project’s Marketing Plan, as limited by the approved referral process of the Contracting State Agency, and as approved by New York State Homes and Community Renewal (“HCR”). Such referrals shall be made in tandem based on the eligibility of the tenants and the Project’s Marketing Plan.

4) Referrals from Referral Sources shall have priority for Click or tap here to enter text. units, aforementioned in item 3 above, which shall be occupied by Residents with Special Needs. Of these referrals, in the event that two Residents with Special Needs are eligible for a single available unit, priority shall be given to such persons who have served in the armed services of the United States for a period of at least six (6) months (or any shorter period due to injury incurred in such service) subject to the eligibility and referral process of Contracting State Agency.

5) Support Agency shall provide support services, at no cost to the Project, to those Residents with Special Needs residing in the Supportive Units to enable independent living to the greatest extent possible. Representative services which may be provided to Residents with Special Needs in the Project are listed in Attachment “A” which is annexed hereto and made a part hereof.

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

7) The Referral Sources shall maintain waiting list(s) of potential Residents with Special Needs.

8) With Regard to rental subsidies:

1. The Support Agency shall coordinate all service(s) subsidy payments (“Service Subsidy”) from Contracting State Agency and other sources on behalf of eligible Residents with Special Needs.
2. Referral Sources shall, in accordance with the approved State Contracting State Agency referral process, identify, screen and refer potential Residents with Special Needs to the Project.
3. [*Insert if receiving rental subsidies*: The Referral Sources shall coordinate all rental subsidy payments (“Rent Subsidy”) as well as any service(s) subsidies from State Contracting Agency and other sources on behalf of eligible Residents with Special Needs to ensure that rents paid by Residents with Special Needs remain affordable.]

9) For initial occupancy:

a. Project Owner or its designee shall notify Support Agency in writing of the number of available Supportive 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 by the Project Owner or its designee, the Project Owner or its designee shall notify the Referral Source 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 a designated Supportive Unit is unoccupied for more than Click or tap here to enter text. [# ≤ 60] days from the date an Supportive Unit becomes available for occupancy, through no fault of Project Owner and, during such period, an insufficient number of eligible Residents with Special Needs has been referred to and selected by Project Owner or its designee, then Project Owner or its designee will attempt to identify and notify in writing other support/service providers in the community of the availability of units for persons with special needs and, then Project Owner or its designee will notify in writing the HCR assigned Project Manager, HCR’s Supportive Housing Coordinator, and State Contracting Agency.

e. After initial rent-up of the Project, Support Agency shall have the option to pay the rent to hold a Supportive Unit for a period not to exceed ninety (90) days, until a Resident with Special Needs is able to occupy the Supportive Unit.

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

10) [*If unit IS NOT Master Leased to Support Agency, insert*: 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 Supportive Unit, 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.

1. Within thirty (30) business days of such notification, Referral Sources shall identify, screen and refer potential Residents with Special Needs to Project Owner or its designee in accordance with the approved Click or tap here to enter text. referral process.
2. .

c. If a potential Resident with Special Needs referred by Referral Sources is rejected, Project Owner or its designee shall notify Support 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. After [# ≤ 45] Click or tap here to enter text. business days, if an insufficient number of eligible Residents with Special Needs have been referred to and/or selected by Project Owner or its designee, then 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, then Project Owner or its designee will notify in writing Service Agency, HCR’s Supportive Housing Coordinator, the HCR assigned Asset Manager and State Contracting Agency.

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

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

a. Have the same services and accommodations as other residents, in addition to the support 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.

12) Support Agency shall notify Project Owner in writing, within five (5) business days of occurrence, of any event which may significantly impact the ability of a Resident with Special Needs to reside in the Project and shall make recommendations to assist the Resident with Special Needs. This provision shall not be construed to permit displacement or termination of existing tenancy other than for good cause.

13) 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 violation(s) 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, and Support Agency will work with the Project Owner to attempt to remedy the violation.

c. Project Owner shall have the final decision regarding the continued occupancy of a Resident with Special Needs with respect to such violation(s). The Project Owner must apply the same standards and procedures to a Resident with Special Needs as applied to other residents who occupy the Project.

14) Services provided under this Agreement to Residents with Special Needs receiving subsidies payments under Section 5 hereof may not be diminished nor may this Agreement be changed, terminated or modified orally or in any other manner unless Click or tap here to enter text., HCR, and both parties to this Agreement consent in writing, which consent will not be unreasonably withheld or delayed.

15) 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.

16) 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.

17) 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.

18) 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.

19) In the event of any conflict or ambiguity between the provisions of the Regulatory Agreement, including this Agreement, and the Contract, the provisions of this Regulatory Agreement shall prevail.

20) [*Insert if receiving LIHC*: 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.]

*Remainder of page intentionally left blank*.

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: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.SERVICE AGENCY:By: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text. **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: Click or tap here to enter text. Name: Click or tap here to enter text.Title: NYS HCR Special Needs Coordinator Date: Click or tap to enter a date. |
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ATTACHMENT A

SUPPORT SERVICES

Non-housing support 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. Support services to be provided to Residents of the Project with Special Needs may include, but will not be limited to the following: