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| Brian Kemp  Governor | Text  Description automatically generated | Christopher Nunn  Commissioner |

**Memorandum of Understanding (MOU) Guide**

**2024-2025 Georgia Qualified Allocation Plan**

*This Memorandum of Understanding (MOU) Guide is designed to offer guidance in preparing the Memorandum of Understanding (MOU) between the Property Owner and Referring Entity in conjunction with commitments made by Applicants under the 2024-2025 Qualified Allocation Plan (QAP), (Scoring) Integrated Supportive Housing, Subsection A. Supportive Housing Referrals. This Guide includes the minimum components that should be incorporated into all MOUs. Parties may include additional components as needed.*

1. **Background**

The 2024-2025 Qualified Allocation Plan (QAP) allows Applicants under Competitive Rounds for the Housing Tax Credit program to claim up to 3 points for Scoring section “Integrated Supportive Housing” under Subsection A. “Supportive Housing Referrals.”

Points are awarded to Applicants for projects that will reserve at least 10% of total units to prioritize supportive housing referrals from DCA-approved entities that serve the development area. Projects must document these commitments in a Tenant Selection Plan that conforms with DCA requirements and applicable federal guidelines, as well as MOUs with the referring entities.

1. **Parties**

The MOU is to be executed between the Property Owner (“Owner”), and the Referring Entity. Together, the Owner and Referring Entity are the Parties. The Parties agree to work together to fill vacancies for those housing units reserved by the Owner for Integrated Supportive Housing under the Georgia Department of Community Affairs’ 2024-2025 Qualified Allocation Plan (QAP), and to provide ongoing housing support to residents and resident applicants according to the terms outlined below. DCA reserves the right to require the removal of a Referring Entity from the MOU or the addition of a Referring Entity into an MOU at any time.

1. **Unit Descriptions**

The Owner should include in the MOU the number of property units that fall under each of the categories indicated below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Total Units | 1-Bedroom Units | 2-Bedroom Units | 3-Bedroom Units |
| Total Property Units |  |  |  |  |
| Reserved Integrated Supportive Housing Units |  |  |  |  |

The Owner should indicate whether there is a commitment of Project-Based Rental Assistance (PBRA)[[1]](#footnote-2) for the Integrated Supportive Housing units, as well as the source of the PBRA.

If there are any other funding resources or subsidies that may impact tenant eligibility, please describe.

1. **Roles and Responsibilities**

The Parties to the MOU should provide a brief description of their roles and responsibilities, which should include, at minimum, the items listed below, as well as additional items as needed.

**Owner:**

* Owner is responsible for ensuring the designated property management company complies with all agreements in this MOU. Owner should designate the property management company in this MOU.
* Prior to stabilized occupancy:
  + Owner or property management company will notify the Referring Entity at least 120 days prior to anticipated availability of units for occupancy in order to coordinate referral and application processing.
  + For a minimum period of 90 days subsequent to the date of Certificate of Occupancy (CO), the Owner and property management company must hold an adequate number of units to meet the percentage of units agreed to in the MOU.
  + Owner and property management company must hold primarily one-bedroom units with and without a mix of accessibility features scattered throughout the property as much as feasible, or two-bedroom units with and without a mix of accessibility features if the property was built without one-bedroom units.
* Following stabilized occupancy:
  + Upon unit turnover, a minimum 45-day hold period begins once the referring entity has been notified of the referral opportunity. This notice can be provided no earlier than the tenant issuing a Notice to Vacate.
  + The Owner or property management company will communicate tenancy issues or concerns about referred tenants to the Referring Entity promptly to keep the organizations aware of tenancy issues and other concerns.
* Owner or property management company will notify all Referring Entities simultaneously of vacant units reserved for Integrated Supportive Housing.
* Notification will include information including but not limited to number of bedrooms, accessibility features, rent limits, and eligibility requirements.
* Upon receipt of a rental application from an individual referred from the Referring Entity, the Owner or property management company will review the applications for housing eligibility and suitability in the order in which they were received, and will lease to tenants on a first-come, first-serve basis.
* All tenant screening and selection practices must reflect and conform to the most up-to-date QAP and Compliance Manual, required Tenant Selection Plans (TSPs), and commitment to DCA’s Federal Guidance Affirmation.
* Owner or property management company will make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas.
* Owner and property management must cooperate with referring entity and service providers to allow access to the property as needed for resident services.
* Owner is not required to pay for services.
* Owner and property management will:
  + not ask referred applicants/residents for medical or other protected information unless and only to the extent legally necessary (e.g., processing reasonable accommodations)
  + use standard leases with the same rights available to, and responsibilities expected of, households in Housing Credit properties
  + not limit duration of tenancy (cannot be transitional)
  + ensure participation in any supportive services is entirely voluntary (not a formal or implied condition of occupancy)
* Neither the Owner nor the property management company(ies) may engage in medical, therapeutic, or other activities regulated by the U.S. Centers for Medicare & Medicaid Services with respect to the residents

**Referring Entities:**

* If applicable, Referring Entity is responsible for ensuring their contracted partners comply with all terms and agreements in this MOU, including ensuring that any contracted partner properly receives property and vacancy information. Referring Entity should designate their contracted partners in this MOU.
* Referring Entity will determine that potential tenant applicants are population-eligible and eligible for supportive services, and will maintain a waitlist or pipeline of applicants to refer to reserved units when they become available. Referral prioritization is determined by the Referring Entity.
* Referring Entity will, to the best of their ability, make timely referrals to Owner or property management company in order to fill the number of units agreed to in this MOU within the agreed upon hold periods outlined above.
* Referring Entity will assist tenant applicants in securing needed documentation, and completing and submitting applications for housing, PBRA, and tenant-based rental assistance as applicable.
* Referring Entity will assist tenant applicants in communicating with relevant housing authority staff and property management staff, and preparing to move into housing.
* Referring Entity will ensure that all persons referred to reserved units are connected to community-based supportive services at the time of referral. Supportive services may include (but are not limited to) case management, move-in assistance, furnishings and home goods, needed medical equipment, and in-home supports such as home health aides or adult companions. Engagement with services is voluntary and is not a condition of tenancy for ISH households.

1. **Services to be Provided**

The MOU should contain a description of the supportive services that will be available to the referred households, and should identify the service providers that will be available to provide services to ISH households. Please note that the language below is provided as an example and will need to be tailored to the specific details of each individual development.

1. **Supportive Services:**

Clearly describe supportive services, including description of eligibility, funding source, duration, limitations, etc.

*Example:*

*All tenant applicants referred by XYZ Referring Entity will be eligible to receive services from ABC service agency.*

*1. ABC Support Services ... agrees to offer/provide housing case management to qualified tenants.2. ABC Support Services … agrees to offer/provide life skills training to qualified tenants;*

*3. ABC Support Services … agrees to offer/provide employment assistance to qualified tenants.*

1. **Service Coordination:**

Describe how services will be coordinated among agencies and how households will be linked to those services.

1. **Communication and Continuity**
2. **Communication**
   1. All Parties will designate relevant and appropriate staff with contact information to coordinate referral efforts, including property management contacts, referral contacts, and service providers. In the event of changes to these contacts, all parties agree to promptly notify each other in writing of updated contact information.
3. **Continuity**
   1. Parties should describe a plan that will take into consideration any possible future staff turnover and assure continuing availability of housing units, referrals, and supportive services for the duration of the agreement.
   2. In the event of changes to service provision or availability, Referring Entity agrees to promptly notify Owner in writing.
4. **Hold Fees**

If available, reasonable hold fees may be negotiated under this MOU. Hold fees are payments to cover the period after a viable referred applicant is identified but additional time is needed for this applicant to complete the application process or for the applicant to occupy the unit. Properties are not eligible to receive hold fees during the initial 90-day or subsequent 45-day hold periods or during the time needed to complete an application process involving a request for reasonable accommodation when the application was initiated before the end of the 90-day or 45-day period.

1. **Duration**

All commitments apply to the entirety of the Compliance and Extended Use Periods of the development. All Parties are aware that services may be limited by funding, and that every effort will be made to maintain continuity of service throughout the Compliance and Extended Use Periods.

1. **Signatures**

The MOU must be signed (with printed names/titles) and dated by all Parties.

1. “Project-based Rental Assistance (PBRA)” means federal rental assistance contracts associated with units in a building regardless of funding source. Example programs include but are not limited to Project-based Vouchers, Project Rental Assistance, and Project-based Rental Assistance. [↑](#footnote-ref-2)