

FY 2022

IN-503: Indianapolis CoC

Continuum of Care

P-3. Healthcare Leveraging Commitment

Documents include the following:

- **CSH Memorandum of Understanding (MOU) Between Partners in Housing Development Corporation and Hamilton Center**



CSH Team
MEMORANDUM OF UNDERSTANDING

Partners in Housing Development Corporation
Bradley Co
Hamilton Center

Housing Developer
Property Management
Social Service Agency

I. BACKGROUND AND INTENT

This Agreement for services entered into April 12, 2022 is between Partners in Housing Development Corporation, Bradley Co, The Hamilton Center.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Partners in Housing Development Corporation, Bradley Co, The Hamilton Center. and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Partners in Housing Development Corporation will own and make available a 34-unit apartment building in Indianapolis, Indiana also known as King Commons Apartments, which provides permanent supportive housing for low-income individuals experiencing homelessness;

WHEREAS, Partners in Housing Development Corporation will be providing affordable housing under HUD Home Funds program;

WHEREAS, The Hamilton Center agrees to provide supportive services as defined in **Section II - Definitions** to the 34 permanent supportive housing units at King Commons Apartments and has trained and experienced staff who will provide case management.

WHEREAS, tenants voluntarily participate in the services provided by The Hamilton Center Services;

WHEREAS, The Hamilton Center Services is the primary provider of mental health and substance abuse services unless another provider is more appropriate;

Therefore, Partners in Housing Development Corporation, Bradley Co., The Hamilton Center 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 individualized needs of the residents to be served. These services may include: (a) medical, mental health, substance abuse, and case management; (b) benefits advocacy and income support assistance such as Supplemental Security Income (SSI), Temporary Assistance for

Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Social Security; (c) money management/payee services; (d) nutritional counseling; (e) tutoring, education and training certification; (f) spiritual support and (h) assistance in obtaining other resources and support for residents such as child care, transportation, job training and job placement. These services may be provided directly or by arrangement with other service providers.

For the purposes of this Memorandum of Understanding, “low income” is defined as households with incomes 80% or below the median income for Marion County, Indiana. It is intended that the definition be consistent with HUD’s definition of low income.

III. ELIGIBILITY DETERMINATIONS

Eligibility for this project will be based on: (a) income: the annual income of the applicant must be less than or equal to income as set forth HOME Program, and/or Section 8 vouchers; (b) household/unit size limitations; {add or delete from this section based on your funding and other projects specifics}

Applicants for these subsidized/permanent supportive housing units will be referred to Bradley Co according to HUD standards and from “Marion County” Coordinated Entry process utilizing the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). {fill in the referral specifics applicable to this Institute’s Target population and/or the coordinated entry practices for your region}

Tenants will be selected by the management agent, Bradley Co, based on criteria mutually developed by Partners in Housing, Bradley Co, and Hamilton Center. Selection of tenants for the King Commons Apartments will not rely solely on traditional property management standards; standards will be established that reflect a commitment to housing low-income individuals experiencing homelessness and embrace a “Housing First” approach. The prospective tenant will be screened by Bradley Co to determine if they meet the mutually developed tenant selection criteria. While all parties will respect and seek input from each other, in the case of disagreement over tenant selection, Partners in Housing will make the final determination.

IV. GUIDING PRINCIPLES

WHEREAS, all parties under the Memorandum of Understanding jointly recognize that tenants are diverse regarding their strengths, motivation, goals, backgrounds, needs, and disabilities;

- tenants are members of the community with all the rights, privileges and opportunities accorded to the greater community;
- tenants have the right to meaningful choices in matters affecting their lives;
- in designing and implementing services, the input of the tenant should be sought; and,
- not all persons living at Winter Village Apartments will need to be clients of JKL Health Services or linked to support services in order to live successfully.

V. ROLES AND RESPONSIBILITIES

Roles of Partners in Housing, Bradley Co, and Hamilton Center

It is understood that Partners in Housing, Bradley Co and Hamilton Center staff must work together as a team to effectively meet the needs of tenants. This level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement

understand their separate and distinct responsibilities. All parties also agree that tenant and client rights are respected and complied with not only as a matter of principle but as a matter of practice.

It is understood that Partners in Housing's role will be that of Developer and Owner of King Commons Apartments.

It is understood that Bradley Co.'s role will be that of property manager, managing and addressing tenant, property and lease related issues. Bradley Co.'s will be responsible for overall operations of King Commons Apartments including janitorial, maintenance, repairs, and other related services. Such activities and responsibilities will be carried out by an on-site resident manager employed by Bradley Co.

It is understood that Hamilton Center's role will be to provide onsite and offsite supportive services as well as linkage and referral to other essential services. Hamilton Center agrees to assign a minimum of one (1) full-time on-site case manager to King Commons Apartments. The care coordinator will be responsible for coordinating the provision of direct services to the residents as well as providing on-site supportive services with Partners in Housing's support services coordinator.

Partners in Housing, Hamilton Center and Bradley Co. agree to advise one another of highly pertinent matters in the referral and placement process and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared.

VI. SCOPE OF SERVICES

Hamilton Center

In accordance with the Support Services Plan and the Property Management Plan, a care coordinator, employed by Hamilton Center, will be responsible for coordinating the delivery of services and providing direct support services on site. The onsite care coordinator will:

- A. Provide community and social service linkage to residents upon request or as needed;
- B. Assist in developing the tenant screening criteria;
- C. Assist Bradley Co. and Partners in Housing in screening all potential tenants;
- D. Perform the following program support service functions:
 1. Provide case management services in coordination with support services coordinators which may include,
 - a) Employment assistance and referrals
 - b) Education, tutoring, and certification training information and referrals
 - c) Transportation assistance and referrals
 - d) General health and dental services referrals
 - e) Applying for government assistance (insurance, SNAP, TANF, unemployment)
 - f) Substance abuse (alcohol, drugs) treatment referrals
 - g) Consumer and family involvement

- h) Spiritual support
 - i) Other community resources and referrals
2. Provide direct services to residents onsite in conjunction with Support Service Coordinators, which may include,
 - a) Skills development services in areas such as (but not limited to)
 1. Money management
 2. Social skills/neighbor relations
 3. Daily living skills/cooking/cleaning/self-care
 4. Medication education and management
 5. Symptom management/coping skills
 6. Eviction prevention/ Housing retention/lease education/tenant's rights education
 7. Community integration and accessing community resources
 3. Conduct an initial needs assessment and develop an individual self-sufficiency/service plan for each client, focused on housing retention strategies. There will be periodic updates of the service plan as the needs of the client change.
 4. Provide crisis intervention as needed and when requested by Bradley Co and Partners in Housing or provide consultation in the management of disputes or differences between residents and property management.
 5. Assist Bradley Co and Partners in Housing in household disputes and conflict resolution.
 6. Assist clients in understanding their rights and responsibilities under a tenant lease. This includes explaining the eviction and appeal process.

Additional services will be available to residents from Hamilton Center through case management referral or self-referral and may include, but not limited to: primary health care, counseling/therapy, substance use services, supported employment services, peer counseling, psychiatry/medication management. Hamilton Center will provide access to treatment or recovery services for all program participants who qualify and choose those services

E. Provide the following administrative services:

1. Keep all records regarding program supportive services as required by HUD regulations and those of other funding sources.
2. Cooperate with Partners in Housing in monitoring and/or conducting audits or other reporting requirements concerning project funders.
3. Program participants in King Commons will be based on CoC program fair housing requirement and will not be restricted by the health care service provider.

Partners in Housing Development Corporation.

Partners in Housing is strictly the developer of King Commons Apartments and will be responsible for asset management and overseeing the ongoing duties of repair, maintenance, management, and operation of King Commons Apartments. Many of these duties will be contracted by the management company, Bradley Co

Partners in Housing will directly:

- A. Ensure that all regulatory and funding requirements are met;
- B. Prepare all budgets and cost estimates related to King Commons Apartments excluding budgets related to the provision of social services;
- C. Arrange for liability and property insurance;
- D. Pay all taxes associated with King Commons Apartments
- E. Oversee the contract and duties of the management company.

Bradley Co.

In accordance with the Support Services and Property Management Plan, Bradley will provide the following property management activities:

- A. Determine income eligibility of tenants;
- B. Pay project bills;
- C. Provide monthly financial reports and any other required information to Partners in Housing for regulatory and funding agencies;
- D. Maintain a fully leased building;
- E. Carry out rent collection and administration;
- F. Oversee tenant relations with management with respect to:
 - a. Notices
 - b. Evictions
 - c. Enforcement of house rules, policies, and procedures;
- G. Provide building and equipment maintenance and repair;
- H. Provide security;
- I. Provide janitorial services (common areas only); and,
- J. Provide capital improvements including acquisition and maintenance of furnishings for common areas such as the lounge or dining room.

Partners in Housing and Bradley Co will enter into a property management agreement which further details these activities.

VII. FUNDING

The Hamilton Center care coordinator position and other supportive services will be funded through Medicaid reimbursement, other sources of revenue available through Hamilton Center, and through available funds from the King Commons Apartments operating budget and supportive services reserves, so long as such reserves are in place. Hamilton Center is committed to providing appropriate and exceptional services to the tenants of King Commons Apartments and is committed to providing these services over the long term. It is understood that Hamilton Center responsibilities as defined in this Memorandum of Understanding are contingent upon continued and/or expanded funding. When necessary Partners in Housing will co-apply for available service funds.

IX. GENERAL TERMS

Terms. This Agreement will begin effective 04/19/2022 and will continue through 04/30/2027. While lease up is anticipated to begin in 06/01/2024 and responsibilities begin on 04/01/2024, it is important that all partners have regular communication leading up to lease up and throughout the ongoing operations. 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. All parties in this MOU 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. Partners in Housing, Bradley Co and Hamilton Center all agree that they will not at any time disclose confidential information and/or material without the consent of that party unless 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. Should either party wish to commence an action for damages under this Agreement, it shall be required to adjudicate the dispute through binding arbitration under the rules of the American Arbitration Association or under such rules to which the parties may agree. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment there upon shall be borne equally by both parties. During the course of the arbitration and until a final settlement has been reached, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement.

Nondiscrimination. There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of program at King Commons Apartments by Partners in Housing, Bradley Co. and Hamilton Center.

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 Partners in Housing, Bradley Co., Hamilton Center.

DocuSigned by:
Signed: Jennifer C. Green Date: 4/19/2022
015B201D2697461...
Jennifer C. Green, Partners in Housing Development Corporation

DocuSigned by:
Signed: Rod Ludwig Date: 4/19/2022
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Rod Ludwig, Bradley Co

DocuSigned by:
Signed: Sarah Austin Date: 4/19/2022
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Hamilton Center

Signed: _____ Date: _____

**Attachment I: Hamilton Center Services – King Commons
Provided from 04/2024 to 04/2027**

Services	Position	Estimated Hourly Cost	Estimated Hours Per Month
<p>Case management: needs assessment, treatment planning, referral and linkage to resources, case monitoring.</p> <p>Skills training and development: direct life skills teaching and coaching on home maintenance, personal hygiene, social skills, coping skills, behavioral health services, symptom management, medication education, and all skills pertaining to successful independent living.</p>	Care Manager	\$20 (1 CMs)	<p>160 (1 CM x 40 hours/week)</p> <p>Total Annual \$38,400</p>

The total number of hours per month is an estimated total. The hours may be below or exceed the hours presented depending on the number of clients and the clients need for those services. Total number of hours per position will be reported to (CoC Subrecipient) at least every month for documentation. The value of the healthcare resources being provided is 25% of the funding being requested from the project.