HOUSING / SERVICES AGREEMENT

THIS HOUSING / SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of ***Month, year***, by and between ***Developer Name***, a New York limited liability company, with a business address at ***Developer Address***, its designees, successors and/or assigns ("Project Owner"), and ***Support Agency Name***, with a business address at ***Support Agency Address*** ("Support Agency").

Project Owner and Support Agency agree as follows:

1) Performance under this Agreement shall commence four (4) months prior to the scheduled completion of construction of the Project (defined below) and shall not be terminated unless terminated in accordance with the terms of this Agreement.

2) Support Agency shall be the housing support service provider for persons with intellectual and/or developmental disabilities residing in the OPWDD Units (as hereinafter defined) who are residents of the Project in accordance with the requirements of the Project. Non-housing related support services, including but not limited to HCBS Waiver services or Medicaid State Plan services, will be provided at no cost to the Project in accordance with Attachment A " which is annexed hereto and made a part hereof.

3) A minimum of **#** housing units, comprising ***# of bedroom size*** units ("OPWDD Units" or "Units" or "Unit"), located at ***Project Address***, in the Town of ***Town/City Name***, County of ***County Name***, State of New York ("Project") shall be made available to eligible residents with intellectual and/or developmental disabilities ("Residents with Special Needs") referred by Support Agency subject to the Project's Marketing Plan, as limited by the approved referral process of the New York State Office for People With Developmental Disabilities ("OPWDD"), and as approved by New York State Homes and Community Renewal ("HCR"). The Supportive Units will be distributed throughout the building(s) and will be non-certified housing environments at the time of initial occupancy by a given resident. On a case by case basis, OPWDD will consider certification of a Unit if the person already residing in the OPWDD Unit requires a higher level of care to remain in his/her current living arrangement as long as at the time of occupancy, it was reasonably foreseeable that the individual would not require a certified Unit for a significant period of time. If the person for whom the apartment was certified moves out of the unit, the unit will once again become non-certified. Certification will only be authorized at a "Supportive" level with less than 24/7 level of support and will never be authorized as a "Supervised" level that would allow for 24/7 supports to be in place or any arrangement that may affect the Project's tax credit requirements and eligibility.

4) Support Agency, or any other OPWDD approved agency that the resident chooses, shall provide non-housing related support services, at no cost to the Project, to those Residents with Special Needs residing in the OPWDD Units to enable independent living to the greatest extent possible. Representative services which may be provided to Residents with Special Needs in the Project by the Support Agency are listed in Attachment "B" which is annexed hereto and made a part hereof. The non-housing support services that persons with intellectual and/or developmental disabilities in the OPWDD Units receive may be provided by the Support Agency or any other OPWDD qualified provider(s) at the choice of the individual receiving services.

5) The Support Agency shall coordinate all housing support payments (i.e., the rental subsidy) from OPWDD ("Rent Subsidy") and other sources on behalf of eligible Residents with Special Needs to ensure that rents paid by Residents with Special Needs remain affordable pursuant to the applicable regulatory agreement(s).

6) 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.

7) Project Owner shall provide Support Agency with income eligibility criteria for residency in the Project.

8) Referrals from Support Agency shall have priority for **NUMBER (#)** 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 OPWDD.

9) 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.

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 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, both in size of the Unit and in affordability of the Unit.

   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.

11) For initial occupancy:

   a. Project Owner or its designee shall notify Support Agency in writing of the number of available OPWDD 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 as the OPWDD Units become available for occupancy.

   b. Support Agency shall, in accordance with the approved OPWDD referral process,

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 Support Agency is rejected by the Project Owner or its designee, the 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. If a designated OPWDD Unit is unoccupied for more than fifteen (15) days from the date an OPWDD Unit becomes available for occupancy through no fault of Project Owner and, during such period, Support Agency has not referred sufficient potential Residents with Special Needs to the Project Owner or its designee, then Project Owner or its designee will first contact the OPWDD's ***Region Name*** Regional Office (DDRO) Deputy Director for possible referrals. The DDRO will have fifteen (15) calendar days to refer potential Residents with Special Needs to the Project Owner. Such acceptance of the individual by the Project Owner shall not be unreasonably withheld. Simultaneously, the Project Owner may attempt to identify and notify in writing HCR's Supportive Housing Coordinator and the HCR assigned Asset Manager, and, as applicable, any other support/service providers in the community, of the availability of Units for Residents with Special Needs.

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

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

a. Project Owner or its designee will notify Support Agency in writing of each available OPWDD 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.

b. Within fifteen (15) business days of such notification, Support Agency shall identify, screen and refer potential Residents with Special Needs to Project Owner or its designee in accordance with the approved OPWDD referral process.

c. All OPWDD Units will be non-certified housing environments at the time of initial occupancy by a given resident. On a case by case basis, OPWDD will consider certification of a Unit if the person already residing in the OPWDD Unit requires a higher level of care to remain in his/her current living arrangement as long as at the time of occupancy, it was reasonably foreseeable that the individual would not require a certified Unit for a significant period of time.. Certification will only be authorized at a "Supportive" level with less than 24/7 level of support, and will never be authorized as a "Supervised" level that would allow for 24/7 supports to be in place or any other arrangement that may affect tax credit requirements. If the person for whom the apartment was certified moves out of the unit, the unit will once again become non-certified.

d. If a potential Resident with special Needs referred by Support Agency 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.

e. If any or all of the OPWDD Units become vacant, for not more than fifteen (15) calendar days, then Project Owner or its designee will first contact OPWDD's Region XX Regional Office (DDRO) Deputy Director for possible referrals. The DDRO will have not more than fifteen (15) calendar days to refer potential Residents with Special Needs to the Project Owner. Acceptance of the referred individual(s) by the Project Owner shall not be unreasonably withheld. Simultaneously HCR's Supportive Housing Coordinator and the HCR assigned Asset Manager. Thereafter, the Project Owner may attempt to identify and notify in writing any other support/service providers in the community of the availability of Units for Residents with Special Needs. The Project Owner will send to the Support Agency in writing its intent to conduct outreach to OPWDD's Region XX DDRO Deputy Director and other service providers who provide services to individuals with intellectual and/or developmental disabilities.

14) Support Agency shall notify OPWDD of any proposed increases to the monthly rent for any of the OPWDD Units. It is the responsibility of the Project Owners to obtain written approval from OPWDD, in addition to any other regulating state agency, for rental increases for any OPWDD Unit prior to implementing any change to the monthly amounts. In no instance shall a rental increase be approved that exceeds the OPWDD Housing Subsidy limit for the county. However, approval by OPWDD does not supersede any other required approval(s) from other regulating state agency(s).

15) Support Agency shall, in accordance with the approved OPWDD referral process, identify, screen and refer potential Residents with Special Needs to the Project Owner or its designee.

16) 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.

17) Support Agency shall provide Project Owner and each resident occupying an OPWDD Unit with the name and telephone number of a Support Agency representative who will be available in the event of a housing related emergency.

18) 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.

19) If a Resident with Special Needs violates any material term of the lease or the rules and regulations of the Project, then:

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 make a good faith effort 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.

20) Services provided under this Agreement to Residents with Special Needs receiving housing support 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 OPWDD, HCR, and both parties to this Agreement consent in writing, which consent will not be unreasonably withheld or delayed.

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

22) If the Project Owner and/or the Support Agency are seeking to terminate this Agreement, then written notice must be given to the other party, HCR and OPWDD. Within thirty (30) days of receipt of the intent to terminate, OPWDD and HCR will furnish its response. This Agreement may not be canceled without the written consent of OPWDD and HCR. If all parties consent to the cancelation of this Agreement, then OPWDD must be afforded ninety (90) days, or more if necessary, to identify and replace a substitute housing support agency, which must also be acceptable to HCR and the Project Owner.

23) It is expected that Support Agency is in good standing with OPWDD at the time of this agreement and will remain in good standing throughout the entire development of this Project and the regulatory period. Failure to remain in good standing, including failure to meet any of the established financial expectations, quality expectations, or established regulatory requirements of OPWDD and HCR across all agency services could result in OPWDD replacing the agency with another Support Agency, acceptable to HCR and the Project Owner.

24) No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in a writing and executed by the Project Owner, Support Agency, HCR and OPWDD.

25) Neither the Project Owner nor the Support Agency shall have the right to assign its rights or delegate its duties under this Agreement without the express written consent of OPWDD and HCR.

26) This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of ***Month***, ***Year***.

PROJECT OWNER:

Developer Name

By:_____
Name and Title of Signatory

SUPPORT AGENCY:

Support Agency Name

By: _____
Name and Title of Signatory

ACCEPTED BY NYS HCR

The Agreement is satisfactory to fulfill the requirements of the HTFC Funding Commitment Letter Exhibit 10 and/or LIHC and/or SLIHC Regulatory Agreement Attachment A.

Approved By: _____

Name: _____

Title: _ NYS HCR Special Needs Manager

Date: _____

ACKNOWLEDGED AND AGREED:

New York State Office for People With Developmental Disabilities

By:_____

Name:_____

Title:_____

ATTACHMENT A

HOUSING SUPPORT SERVICES

Housing support services provided by the Support Agency include, but are not limited to: budgeting assistance to ensure that the person pays his/her percentage of the rent and utilities in a timely manner as defined by the lease, resolving issues between tenants, resolving issues between tenant and landlord, breach of lease requirements, maintaining an onsite staff presence, providing emergency contacts and supports, helping an individual establish a household, instruction and assistance with notification and resolution of apartment and building maintenance issues, and assisting the individual to understand their rights and responsibilities as a tenant.

Project Name**:**

ATTACHMENT B

NON-HOUSING SUPPORT SERVICES

Non-housing support services for the residents with an intellectual and/or developmental disability (I/DD) at ***Project/Apartment Name*** (whether or not they reside in OPWDD-funded Units to Residents with Special Needs) may be provided by ***Support Agency Name***, pursuant to each Resident's Life Plan or from any other qualified OPWDD 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 in accordance with their Life Plans.

Non-housing support services available by the agency to the individual include:

Enter non-housing support services in this section

Does the agency provide any 24/7 services to support individuals with an I/DD diagnosis residing in the project who may have a crisis or urgent situation? If yes, please describe.

Provide response to the above question in this section

Does the agency have, or expect to develop, community interfaces and linkages that would assist individuals with an I/DD diagnosis to better access the community? If yes, please describe.

Provide response to the above question in this section

Please describe any additional services not identified above.

Provide response to the above question in this section