

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOUSING DEVELOPMENT CORPORATION OF ROCK HILL,
SARANAC MANAGEMENT GROUP,
AND
THE SERVICE PROVIDER

1) Purpose & Guiding Principles

This agreement for services entered into on the _____ day of _____, 2024 is between the Housing Development Corporation of Rock Hill, hereby after referred to as “Owner”, Saranac Management Group, hereby after referred to as “Property Manager”, and _____, hereby after referred to as “Service Provider”. The purpose of this Memorandum of Understanding (MOU) is to delineate the roles and responsibilities of all parties in this Supportive Housing Program in Rock Hill, South Carolina. The Supportive Housing program focuses on the “Housing First Model” to improve the outcomes and quality of life for those that are considered “Chronically Homeless” according to the Department of Housing and Urban Development (HUD).

The primary requirements for tenant applications for this Supportive Housing Program are:

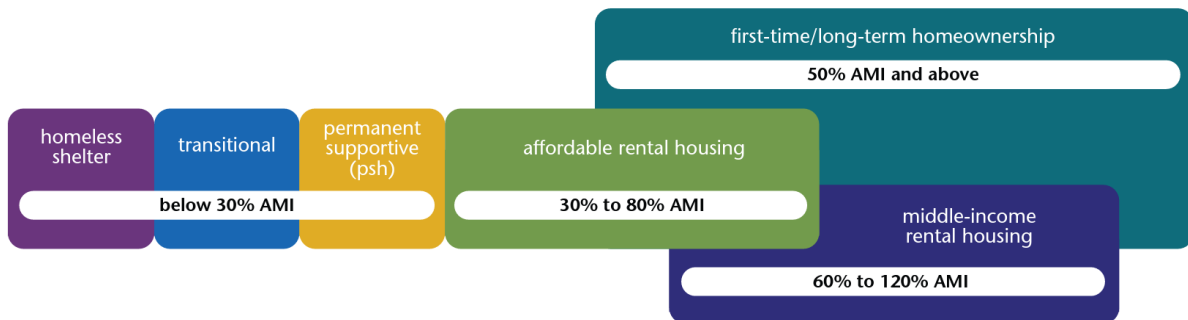
- The Service Provider must make the initial referral and considers them a good match.
- The potential tenant, or the head of household if a family unit, is considered “Chronically Homeless” with a documented disability and scores an 8 or higher on the VI-SPDAT.
- The family size does not exceed the unit size.

Supportive Housing is a critical component of the Housing Continuum of Care (CoC). Supportive Housing combines long-term leasing or rent assistance, with supportive services, while minimizing barriers to obtaining and maintaining housing. Many individuals who are considered chronically homeless experience barriers to obtaining housing such as low credit score, expensive application fees, poor tenant history, and rent is more than 30% of their income.

Minimizing barriers to obtaining housing include forgoing or minimizing the importance of background checks, credit score, income, and rental history and/or evictions.

Minimizing barriers to maintaining housing include offering supportive services, providing a financial backing or subsidy to rent, minimizing fees such as yard maintenance or laundry facilities fees, and conducting quarterly property inspections to communicate and resolve issues before triggering a legal process.

The CoC seeks to help identify the best housing options for where clients are and empower them to move towards more stable housing if possible.



The Housing First Model prioritizes finding shelter for those experiencing homelessness before addressing other needs, goals, or issues. This approach is guided by the idea that once the basic needs are met, individuals are more likely to be successful at secondary activities like finding a job, making a budget, or attending mental health services. Additionally, the Housing First model values the freedom of choice in as many places as possible such as housing selection and supportive services selection.

While this program does not offer choice in physical structure, the Service Provider should offer as many options for supportive service participation as possible. Participation in services is voluntary and is not a condition of tenancy, unless negotiated as an alternative to eviction. The major principles of supportive housing services are:

- Services are individualized.
- Services are flexible and will vary in intensity based on tenant need.
- Services are ongoing and not time limited.
- Services are provided on-site or as needed in tenant’s homes or in the community.

2) Agency Roles & Responsibilities

The success of the Supportive Housing Model is predicated upon a constructive, functioning partnership between the Owner, Property Manager, and Service Provider. This partnership must be grounded in a clear understanding of each agency’s role in serving tenants, a commitment to upholding the principles of the model, and a capacity to maintain open lines of communication between the agencies, except when constrained by tenant confidentiality concerns.

- a) The Housing Development Corporation of Rock Hill, hereby after known as “Owner”, is responsible for the organization and operations coordination behind the scenes including:

- i) Setting aside a single-family home to add to the Supportive Housing Program housing stock.
 - (1) The unit is located at 509 Bynum Ave. Rock Hill, S.C. 29730.
 - (2) It is set-aside for a 1-year lease period at a fixed rent rate of \$850 a month with a \$850 deposit due upon initial lease signing.
- ii) Developing and maintaining agreements between all parties to further the program purpose.
- iii) Maintaining the property and making repairs as needed in coordination with Property Management.
 - (1) Lawn Mowing and quarterly air filter replacements included free of charge.
- iv) Conducting quarterly unit inspections and consulting the Service Provider if anything needs to be addressed.
- v) Being the intermediary between the Service Provider and Property Manager on tenant related issues.
- vi) Operating budget development.
- vii) Checking tenants' income documentation annually and having final say on tenant application approval.
- viii) Coordinating with the Property Manager and Service Provider.

b) Saranac Management Group, hereby after known as "Property Manager", is to manage the day-to-day operations, as outlined in the current Residential Property Management Agreement with the Owner. The Property Manager duties include:

- i) Collecting rent.
- ii) Conducting application intakes and background checks.
- iii) Serving notices and attending to legal matters.
- iv) Being the first point of contact for tenants on property matters.
- v) Making property repairs as needed, in coordination with the Owner.
- vi) Reporting monthly to owner on financials, repairs, tenant concerns, or other important matters.
- vii) Coordinating with Property Owner on any tenant related issues.

c) The _____ hereby after known as "Service Provider", must be culturally responsive, home-based, when possible, comprehensive, and flexible so that personal, social, and cultural needs of all household members are met. Services are designed to solve predictable problems by proactive planning, relationship building, vigilant oversight of critical incidents, and communication and coordination with the Owner. The Service Provider duties include:

- i) Being the first point of contact for tenants on non-property matters.
- ii) Coordinating with Property Owner on any issues between the tenant and Property Manager.

- iii) Assuming financial responsibility for rent, fees, and the deposit during lease terms.
 - (1) The tenant pays 30% of their income in rent, not to exceed the set rent amount. If the tenant's income is \$0, they pay nothing towards the rent. The Service Provider is financially responsible for the deposit, rent, and any incurred fees for the duration of the lease agreement and the MOU that are not a result of damages. The tenant is responsible for any damages, lease terms, and ultimately responsible for lease violations other than reasons of rent non-payment. If the tenant can demonstrate self-sufficiency after the 1-year lease period, the Owner will consider renewing the lease without the financial backing of the Service Provider.
- iv) Selecting tenants and managing a waitlist when appropriate.
- v) Outreach and Engagement
 - (1) Early and continuous engagement is the cornerstone of effective provision of supportive housing services. This includes assistance with basic needs, social and recreational activities, check-ins with tenants, and friendly visits- including those who may not currently be participating as clients. Every effort should be made to create an environment where there is a standing offer of support.
- vi) Assessment
 - (1) Assessments will be completed for every tenant who agrees to receive services, and for those who have negotiated participation as an alternative to eviction. The comprehensiveness of the assessment will vary based on tenant needs and interest. The assessment will be timely to allow for early identification of challenges and strengths and will include assessment of housing risk and quality of life. To the greatest extent possible the assessment will be tenant-directed, strengths based, and will include evaluation of other systems of care involved in the tenants' life. The assessment tool will be the same tool used to measure tenant outcomes for bi-annual reporting.
- vii) Crisis Intervention
 - (1) The Service Provider will be available 24 hours for emergency response and will provide direct assistance with medical, psychiatric, legal, domestic violence or other types of emergencies. Service Provider staff will notify and coordinate with the Owner in such cases and will provide ongoing monitoring of critical incidents. Efforts will be made to resolve incidents quickly and prevent future incidents by identifying and addressing root causes.
- viii) Creative Problem Solving and Advocacy
 - (1) Advocacy and problem-solving efforts will focus on finding creative solutions and engaging any necessary players in the

community. This may include acting as the tenant's advocate with other nonprofit service providers, mainstream public service systems, the legal system, schools, and others.

ix) Community Building

(1) Building a sense of community is essential to the success of supportive housing. This includes encouraging and assisting tenants to increase tenant connections within the community and in the community at large through both formal and informal activities – social, recreational, cultural, etc.

x) Housing Permanency and Services Planning

(1) Housing Permanency and Service Plans will be developed for all tenants referred to Service Provider who choose to accept individualized supports. Plans should include identification of priorities, action steps and goals for reducing or eliminating threats to housing stability, improving quality of life, and achieving identified personal goals. They will vary based on tenant needs and interest. Plans are developed by the tenant and Service Provider staff in the area of housing risk assessment. If a tenant declines to participate but presents a high housing risk, the Service Provider will develop a plan that will include specific outreach and engagement efforts. All plans will be reviewed and updated regularly.

(2) Housing Permanency and Service Plans should cover the following areas:

- (a) Personal and social assets of the tenant.
- (b) Physical and mental health issues.
- (c) Financial stability, money management.
- (d) Family safety management.
- (e) Education, employment, or community service involvement.
- (f) Social supports including connection with family, friend, congregation, or community.
- (g) Child welfare and development.

xi) Plans will be specific regarding tenant, Service Provider, and the Owner's actions necessary to assist the tenant to maintain their housing and achieve personal goals designed to enhance quality of life. Plans will be creative and wide ranging based on individual tenant need, and will determine the level of Service Provider involvement in the following areas:

- Case Management: Ensuring availability and monitoring ongoing effectiveness of comprehensive service coordination for high-risk or high-needs families and individuals through referral and advocacy with appropriate community agencies. The Service Provider will provide case management as needed for tenants who have no other options.

- **Mental Health Support:** Ongoing observation of tenant's mental health status, communication with involved professionals, assistance with care coordination, and advocacy for increased services as necessary. For tenants with suspected but undiagnosed mental health issues which are perceived to be interfering with housing and quality of life, the Service Provider staff will make referrals for appropriate assessment, counseling, or treatment, and will help tenant negotiate public mental health system as necessary.
- **Medical Care:** Coordination of health care services as needed, including referrals to public insurance or affordable care programs. The Service Provider staff may be required to act as a patient advocate, monitoring care advice, providing transportation, and accompanying tenant to appointments.
- **Substance Abuse Recovery Support:** Referrals to appropriate de-tox facilities or assessment with local resources, facilitation or residential treatment, follow-up, counseling, peer group support, and connection to AA programs. Service Provider staff should accompany tenants to appointments if indicated and assist tenants with participation in/organization of substance free activities.
- **Conflict Mediation:** Facilitation of house or neighbor meetings, fostering effective communication around issues pertaining to noise, guests, children's behavior, parking, etc. especially for tenants whose perceptions may be compromised by a mental illness or substance abuse problem.
- **Coordination of Entitlements:** assistance with applications, appeal process and problem solving, and referrals to Legal Services as indicated.
- **Employment Support:** Referrals and help with enrollment in jobs and skills training programs. The Service Provider should assist with employment applications, preparations for interviews (including role playing) as necessary.
- **Money Management and Financial Literacy:** Assistance with budgeting, making payment arrangements, securing emergency funds including loans, and if indicated, providing referrals and advocacy support for representative payee-ships. The Service Provider may also support tenants in learning the basics of banking, credit and debt management, electronic payment of bills, and automatic deposit of benefits.
- **Household Support:** Assist with grocery shopping, cleaning, laundry, meal preparation, and other basic living skills as needed to maintain health and hygiene of tenant and housing unit.
- **Education:** Assistance to tenants planning for educational advancement, including application process, including documentation for financial aid, registration, and preparing for participation in classes.
- **Transportation:** Aid for tenants in negotiating public transportation system as needed for work, school, or recreation. Provide transport to places not

accessible by public transportation, difficult to manage with children, or as indicated by status of individual's physical or mental health. The Service Provider will transport tenants to hospital for issues that require immediate attention (but not emergency medical transport) when no other options are available unless otherwise indicated by a tenant's Housing Permanency Plan.

- Socialization/Recreation: Development of positive social networks fostered through the Service Provider or community sponsored activities. Tenants will be regularly polled to determine level of interest in type, quality, and quantity of activities.
- Legal Assistance: Referrals to Legal Services for range of assistance including Personal Protection Orders (PPO), access to entitlement programs, and issues around child support. The Service Provider will assist tenants in following through with documentation and appointments in support of legal process.
- Security: Staff assistance with enforcement of PPO, Trespass Warrants, and routine limit setting by tenants with their guests. Increased Service Provider staff presence may be indicated on certain properties to deter predatory behaviors by unwanted guests.

3) Funding:

- a) The continuation of this MOU and any future Supportive Housing program(s) is contingent upon sustainable funding. Financial commitments from the Service Provider must be allocated in a separate bank account, amounting to 1 year's worth of full rent, plus an initial deposit for the first year.
- b) Renewal of the MOU after the end of the lease agreement is contingent on demonstration of adequate funding. The Service Provider must provide bank statements to confirm the presence of sufficient remaining funds.
- c) If Service Provider financing is expended before the agreed upon terms are completed, the Service Provider can make a payment arrangement with the Owner and Property Manager until term completion.
- d) The tenant is financially responsible for all damages of the unit, utility payments minus \$100 per month, original application fees, and renter's insurance per lease terms. The Owner will pay \$100 between the 1st and the 10th of each month towards City of Rock Hill utilities. Payments will be made directly to the utility provider and not the tenant. Tenants are responsible for all utility payments beyond the \$100/month. The Owner will continue to make utility payments for the duration of the lease agreement if all parties, tenant, Owner, Service Provider, and Property Manager are in good standing according to this MOU.
- e) Future terms may be renegotiated as appropriate.

4) Policies:

- a) **Tenant selection policy:**

- i) Service Providers select tenants for the allocated unit based on the following criteria:
 - (1) The Service Provider must use the Homeless Management Information System (HMIS).
 - (2) The Service Provider must make the initial referral and consider the individual/family a good match for Supportive Housing.
 - (3) The potential tenant, or the head of household if a family unit, must be considered “Chronically Homeless” with a documented disability and score an 8 or higher on the VI-SPDAT.
 - (4) The family size must not exceed the unit size (3 Bedroom, 2 Bathroom).
 - (5) There is no income limit or minimum for this program.

In addition, please note that a recommended “Tenant Readiness Survey” will be included in the welcome packet. Each individual/family that the Service Provider identifies as a potential tenant should complete the Tenant Readiness Survey to ascertain which candidate is ready to move into Supportive Housing.

b) Onboarding Tenants:

- i) The welcome packet will also include a sample of the lease, lease addendum, vehicle registration form, and other important documents for initial lease up. It is important that the Service Provider reviews the documents in the welcome packet with the potential tenant before the lease is signed. Understanding the terms, conditions, exceptions, and tenant rights are crucial in setting expectations and developing a Housing Permanency Plan.

c) Lease Renewal Process:

- i) For lease renewal, documentation will begin 11 months after initial lease is signed. The Service Provider must collect income documentation and submit it for final review to the Owner. The Service Provider must also submit bank statements demonstrate the ability to cover the rent for the additional year if the tenant should experience a loss of income/employment.
- ii) Leases will only not be renewed if there are outstanding issues i.e., unpaid damages, considerable destruction of property, unauthorized individuals living at the residence, or any other issues/lease violations the Owner deems “egregious”.

5) Services Performance:

- a) The following is a list of internal performance indicators and targets to be achieved by the Service Provider for the duration of this agreement. Service Providers will fill out a Quarterly Tenant Outcome Report and review it with the Owner bi-annually. The Outcome Report will inquire about the following indicators:

- i) Assessments such as the VI-SPDAT, Tenant Readiness Survey, and Self-Sufficiency Matrix are attempted or performed within a reasonable timeframe.
- ii) Housing Permanency Plans are developed within 30 days on all tenant referrals to the Supportive Housing Program.
- iii) All tenants with Housing Permanency Plans have regular “Check- Ins” to update or adjust plans.
- iv) Tenants who face significant challenges or threats related to housing stability, or mental/physical health, and who are not engaged with services will receive weekly “friendly visits.”
- v) House meetings in properties with communal living spaces are conducted at least quarterly unless emergent issues require more frequent meetings.
- vi) Service Provider staff turnover is low.

6) **Reporting Requirements:**

- a) Records that match the recordkeeping requirements set out by HUD, included in attachments.
- b) Record of types of activities, occurrence of each activity type, and numbers of tenants engaged in each activity.
- c) Listing of contacts indicating date, time, and tenant name occurring during overnight hours.
- d) List of tenants with Assessments and dates that assessments or re-assessments have occurred.
- e) Listing of tenants with active Housing Permanency Plans.
- f) Record of “Check-Ins” and “Friendly Visits” with tenants.
- g) Listing of critical incidents, including tenant name, date, and brief description of incident.
- h) Changes in staffing and personnel.
- i) Semi-Annual Tenant Outcome Report.
- j) The Service Provider will provide information on tenant progress as a result of service interventions for purposes of evaluation, program planning and reporting to funders. Positive tenant outcomes will include housing stability as well as progress on meeting personal goals to improve their overall quality of life. Tenant gains will be measured using the self-sufficiency matrix (attached) used in the assessment process, and includes the following areas:
 - Housing
 - Food
 - Income
 - Employment
 - Adult Education
 - Childcare
 - Children’s Education

- Health Care Adult & Children
- Mental Health
- Substance Abuse
- Life Skills/Household Support
- Legal
- Family Relations/Parenting Skills
- Community Involvement
- Transportation/Mobility
- Safety
- Reports will be submitted to the Owner every six months.

7) General Terms

a) This Memorandum of Understanding will be effective on the _____ day of _____, 2024 and will continue through the _____ day of _____, 2025. 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 months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

b) Termination

i) Any party may terminate this Agreement by giving the other parties 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.

c) Confidentiality

i) Owner, Property Manager, and Service Provider 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. The Owner, Property Manager, and Service Provider further agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Confidential client information will be handled with the utmost discretion and judgment.

d) Arbitration

i) Should any 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, the judgment there upon shall be borne equally by both parties. During the course of 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.

e) Hold Harmless

- i) The Owner and Service Provider will indemnify and hold the Property Manager harmless from all claims, demands, suits or other forms of liability that may arise against the Owner, Service Provider, and/or Property Manager for or on account of any action taken by the Tenant.

Signed:

Corinne Sferrazza, Executive Director
The Housing Development Corp. of Rock Hill

Date

Tyson Haefele, Owner
Saranac Management Group

Date

Corinne Sferrazza, Executive Director
The Housing Development Corp. of Rock Hill

Date