# Statewide Referral Network Agreement

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# Name of Development

## **Street Address or Intersection:**

## **County,**      **, IL**

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| --- | --- | --- | --- |
| **Contact Information for Statewide Referral Network Program** | | | |
|  | **Owner** | **Property Management Agent** | **Statewide Referral Network** |
| **Organization** |  |  |  |
| **Primary Contact** |  |  |  |
| **Phone** |  |  |  |
| **Email** |  |  |  |
| **Street Address** |  |  |  |
| **City, State, Zip** |  |  |  |

STATEWIDE REFERRAL NETWORK AGREEMENT

This Statewide Referral Network Agreement (this “Agreement”) is made and entered into on this       day of      , 20     , by and among the [     (Owner of the Development)], an Illinois [limited partnership] [limited liability company] (the “Owner”), and [     (Property Management Company)], a(n) Illinois [     (insert corporate designation of property management company)] (the “Property Manager”), and the Illinois Department of Human Services (the “DHS”). The Owner, Property Manager and the DHS are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the Owner was awarded certain loans and/or grants and/or operating support and/or tax credits from the Illinois Housing Development Authority (the “Authority”) in connection with the acquisition and/or construction and/or rehabilitation of       housing units, known as       in      , Illinois (the “Project”); and

**WHEREAS**, The Authority’s [20     ] Low Income Housing Tax Credit Qualified Allocation Plan mandates either five percent (5%) or 10 percent (10%) of units and provides point-based incentives to affordable housing projects that target more than the applicable five percent (5%) or 10 percent (10%) of the total units in a project to households that meet eligibility requirements and are referred through the Statewide Referral Network (as defined hereinbelow) based on the geographic set-aside where the project is located; and

**WHEREAS**, other programs administered by the Authority also incorporate supportive housing incentives, requirements and referrals through the SRN; and

**WHEREAS**, the Property Manager is experienced in the operation, maintenance, marketing, management, and leasing of multifamily housing developments similar to the Project and has been retained by the Owner to manage the Project; and

**WHEREAS**, the SRN coordinates with or represents agencies that provide direct community-based services to persons with disabilities and/or persons experiencing or at risk of homelessness, and seeks to expand and support affordable housing opportunities for households in need of supportive housing services in their community and the SRN desires to assist Tenants in the Project in obtaining certain supportive services; and

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Owner, the DHS and the Property Manager agree as follows:

1. Definitions

Unless the context otherwise requires, capitalized terms in this Agreement shall have the following meanings:

“Agreement” means this Statewide Referral Network Agreement by and among the Owner, Property Manager, and the SRN.

“Area Median Gross Income” or “AMI” means the median gross income for a household living in the area in which the Project is located, including adjustment for family size.

“Authority” means the Illinois Housing Development Authority and its successor.

“Compliance Period” means the period of years that the Owner and the Property Manager must comply with affordability, occupancy, and other restrictions with respect to the Project, as those restrictions are ascribed in the Financing Documents between the Owner and the Authority.

“Days” means calendar days.

"Emphasys Computer Solutions, Inc." or “Emphasys” means the third-party vendor that manages the ilhousingsearch.org website and PAIR Module and is available to assist Owners and Property Managers with the listing of SRN Units and other questions related to the PAIR Module either directly, or through its subcontractors.

“Financing” means any of the loans and/or grants and/or operating support and/or tax credits the Authority has made or allocated to the Owner for the Project.

“Financing Documents” means any of the loan and/or grant and/or operating support and/or tax credit documents between the Owner and the Authority, which include, without limitation, any notes, any mortgages, any Regulatory Agreements, and all other documents evidencing, securing, or governing the Authority’s financing of the Project.

“Housing Choice Voucher” means a housing subsidy from the United States Department of Housing and Urban Development administered by a local housing authority, which allows a tenant to pay 30% of their adjusted income towards housing expenses. Such vouchers are at times, and according to a housing authority’s voucher plan, project based so that the subsidy stays with the unit instead of the tenant.

“Owner” means the owner of the Project and who is a party to this Agreement.

“PAIR Module” means the Pre-Screening, Assessment, Intake, and Referral waiting list system located on ILHousingSearch.org. This system is provided by a third-party vendor and is used to list SRN Units and refer potential Tenants.

“Periodic Poll” means the monthly poll sent to property managers to notify the PAIR system about any updates to their SRN unit availability or contact information.

“PHA” means Public Housing Authority.

“Project” means the affordable housing development that is legally described on the attached **Exhibit A** (incorporated herein by this reference) that is subject to this Agreement and that is defined in the Recitals of this Agreement.

“Project-Based Rental Assistance” means the program administered by the United States Department of Housing and Urban Development (“HUD”) whereby HUD provides funding to landlords who rent a specified number of affordable apartments to low-income households or individuals and the funding is tied directly to the project so tenants can generally not move out without losing their rental assistance.

“Property Manager” means the entity that will provide property management services for the Project and who is a party to this Agreement.

“Regulatory Agreement” means the Regulatory and Land Use Restriction Agreement, or the Regulatory Agreement, or the Extended Use Agreement, or any other like agreement, and including any amendments to such agreements, executed by and between the Owner and the Authority governing the Project.

“Statewide Referral Network” or “SRN” means a referral network organized by the Illinois Housing Development Authority, the Illinois Department of Human Services, the Illinois Department of Healthcare and Family Services, and the Illinois Department on Aging that was created to allow social service providers to refer clients to housing units specially created for persons at or below 30% of the AMI who are either homeless, at risk of homelessness, or a person with one or more disabilities; or any successor referral network that includes all SRN units.

“Supportive Housing Populations” Shall mean households headed by persons with disabilities and households that are homeless or at-risk of homelessness who need access to supportive services in order to maintain housing.

“SRN Unit” means units in the Project that are targeted for households earning at or below thirty percent (30%) of the AMI and that have any form of disability, including, but not limited to, physical disability, developmental disability, mental illness, co-occurring mental illness and substance use disorder and HIV/AIDS, or that are homeless persons or persons determined to be at risk of homelessness. (SRN Units may have previously been referred to as “targeted units”.)

“Statewide Housing Coordinator” Shall mean an employee that works for DHS and can serve as liaison between housing and service agencies, as specified in the Statewide Referral Network Intergovernmental Agreement, or their successor or designee.

“Supportive Housing Plan”: The Supportive Housing Plan attached to this Agreement as Exhibit B. The Supportive Housing Plan is incorporated into this Agreement by this reference.

“Tenant” means a person, family or unrelated persons leasing a Unit in the Project.

“Unit” means any residential unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided however, that single room occupancy units used in a non-transient basis may be treated as Units.

“Waitlist Manager” Shall mean and employee that works for or is contracted by DHS to assist the Statewide Housing Coordinator in necessary activities to manage the Statewide Referral Network, including serving as liaison between housing and service agencies.

1. Covenants and Responsibilities of the Parties
2. The Owner shall:
3. Ensure that SRN Units information is entered into the PAIR module on ILHousingSearch.org at 65% construction completion for the Project or when marketing of Units in the Project begins, whichever comes first.
4. Ensure that the  SRN Units will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-supportive housing Units in the Project.
5. Ensure that the  SRN Units remain available to prospective Tenants referred through the SRN upon unit availability, and that the terms of this Agreement are met through the Compliance Period.
6. Complete the Supportive Housing Plan attached as **Exhibit B** (incorporated herein by this reference) and ensure that any special arrangements (*rent adjustments, unit subsidies,* *integration plan, etc*.) outlined in the Supportive Housing Plan are maintained through the Compliance Period.
7. Ensure that participation by Tenants in the supportive services offered through the SRN are not and will not be a condition of tenancy.
8. Agree to work in good faith with the Property Manager and the Statewide Housing Coordinator to resolve any issues regarding tenancy in the Project.

(f) Comply, and cause the Property Manager to comply, with the Fair Housing Act throughout the Compliance Period.

1. The Property Manager shall:
2. Notify the Statewide Housing Coordinator of initial lease-up of the Project at 65% construction completion for the Project or when marketing of Units in the Project begins, whichever comes first by responding to the Periodic Poll.
3. Ensure listing of SRN Units in the PAIR module on ILHousingSearch.org is current.
4. Respond within 5 business days to all requests for information from Emphasys with regard to SRN Unit availability.
5. Share Tenant eligibility and screening criteria with the Statewide Housing Coordinator by responding to the Periodic Poll so that Statewide Housing Coordinator and their staff will be prepared to refer qualified Tenants and assist them with requests for reasonable accommodations or modifications when necessary.
6. Educate initial and subsequent on-site Property Managers regarding their responsibilities under this Agreement.
7. Ensure that the  SRN Units will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-supportive housing Units in the Project.
8. Affirmatively market SRN Units to households or persons with all types of disabilities, as may be described in the Project’s Affirmative Fair Housing Marketing Plan. The Property Manager may advertise that the Project offers services for households or persons with particular types of disabilities or has a preference for a certain population; however, the Property Manager must admit other eligible SRN households or persons with disabilities who may benefit from the supportive services. Property Managers shall inform applicants of their right to submit requests for reasonable accommodation related to a disability, as needed.
9. In the event a prospective Tenant referred through the SRN is denied housing, the Property Manager must do the following: (1) notify the prospective Tenant and the SRN in writing of the reason for denial; (2) accept and consider requests for reasonable accommodations and/or modifications to SRN Units in accordance with federal fair housing laws; and (3) hold the SRN Unit open until a final decision regarding the request for a reasonable accommodation and/or modification to the SRN Unit has been made.
10. For a period of ninety (90) Days from the date the certificate of occupancy for the Project is issued, establish a preferential leasing opportunity for the  SRN Units specified in this agreement, prioritizing households referred by the Statewide Housing Coordinator or a Waitlist Manager for the SRN Units. If no eligible household or person is referred by the Statewide Housing Coordinator or a Waitlist Manager within the ninety (90) days, a written waiver of the obligation in this paragraph must be obtained from IHDA and the Unit may be rented to any income eligible applicant. The Property Manager must process all applications of referred households within the designated timeframe prior to requesting a waiver.

1. In the event a vacancy occurs in a Unit that has a 30% AMI designation and not all of the      SRN Units are filled with households or persons referred by the SRN, notify the Statewide Housing Coordinator and hold a 30% AMI designated Unit open for a referral period no less than thirty (30) Days from the date the Unit becomes vacant. If no eligible household or person is referred by the Statewide Housing Coordinator or a Waitlist Manager within the thirty (30) Days from the Unit becoming vacant, a written waiver of the obligation in this paragraph must be obtained from IHDA and the Unit may be rented to any 30% AMI income eligible applicant. This process is repeated until SRN Units are occupied by persons or households referred by the Statewide Housing Coordinator or a Waitlist Manager. The Property Manager must process all applications of referred households within the designated timeframe prior to requesting a waiver.
2. Communicate issues regarding a Tenant’s occupancy of an SRN Unit with the Statewide Housing Coordinator or a Waitlist Manager in a timely manner.
3. Facilitate communication with the Statewide Housing Coordinator and Waitlist Manager(s) by designating and maintaining, in the event of staff turnover, a named individual as the primary contact on matters related to the SRN Units by responding to the Periodic Poll.
4. Ensure that participation by Tenants in the supportive services is not and will not be a condition of tenancy.
5. Agree to work in good faith with the Owner, the Statewide Housing Coordinator, and the Waitlist Manager(s) to resolve any issues regarding tenancy in the Project.
6. The Statewide Housing Coordinator shall:
7. Coordinate among local support service agencies to refer prospective Tenants to the Property Manager at initial rent up of the Project and in the event of vacancies, for the duration of the Compliance Period.
8. Maintain a waiting list, on the PAIR module of ILHousingSearch.org, of prospective Tenants in the event of vacancies in the SRN Units.
9. Provide a standard referral form for each prospective Tenant referred to an SRN Unit, in order to help the Property Manager differentiate referrals for SRN Units from general referrals made by agencies not involved in the SRN.
10. Act as liaison between the Property Manager and local support service agencies participating in the SRN to address issues with the application process and tenancy, should they arise. This includes contacting the appropriate member of the SRN, so that the local human service agency can make direct contact with a Tenant they have referred. This will ensure that Tenants in SRN Units will have the opportunity to maintain contact with the local support service agency that initially identified the Tenant as a potential referral, protect the Tenant’s confidential information, and ensure that the Property Manager has one primary contact for Tenants in SRN Units.
11. Facilitate access to an array of supportive services for Tenants occupying SRN Unit offered by local support service agencies participating in the SRN. These services shall be available to such Tenants on an as-needed basis and receipt of these or any other services shall not be a condition of tenancy.
12. Facilitate communication with the Property Manager by designating and maintaining, in the event of staff turnover, named individuals as the primary contact and as the back-up contact on matters related to SRN Units.
13. Work with local Public Housing Authorities to maximize access to Housing Choice Vouchers for SRN unit applicants.
14. Ensure that participation by Tenants in the supportive services is not and will not be a condition of tenancy.
15. Agree to work in good faith with the Owner and the Property Manager to resolve any issues regarding tenancy in the Project.
16. The Waitlist Manager(s) may assist with any of the activities listed above, as determined by the Statewide Housing Coordinator.

C. Other Terms

1. Term of Agreement and Termination. This Agreement shall be effective beginning of the date set forth above and shall be in effect through the end of the Compliance Period. This Agreement may be terminated upon the mutual written consent of the Owner, the Property Manager, the Statewide Housing Coordinator, and the Authority. With respect to terminations of this Agreement by the Owner or the Property Manager, such Parties comply with the applicable provisions of the property management agreement between the Owner and the Property Manager.

2. Assignments. This Agreement shall inure to the benefit of and constitute a binding obligation upon the Owner, the Property Manager, the Statewide Housing Coordinator and their respective successors and assigns; however, the Owner and the Property Manager must comply with the applicable provisions of the property management agreement between the Owner and the Property Manager.

3. Subordination of Agreement. The Parties each acknowledge that this Agreement is subject and subordinate to any Financing Documents governing the Project. To the extent this Agreement conflicts with any of the provisions or requirements set forth in any Financing Documents the Financing Documents shall control.

1. Amendment. This Agreement constitutes the entire agreement between the Parties and no amendment or modification of this Agreement shall be valid or enforceable except by supplemental agreement in writing, executed by the Parties hereto and approved by the Authority.
2. Successors. This Agreement shall bind, and the benefits shall inure to, the Parties, their legal representatives, successors in office or interest, and assigns; however, the Parties may not assign this Agreement, or any of their obligations under this Agreement, without the prior written approval of the Authority.
3. Notices. Any notice, demand, request or other communication that any Party may desire or be required to give to any other Party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Property Manager:

Company Name:

Address:

Attention:

Telephone:

Email:

If to the Owner:

Company Name:

Address:

Attention:

Telephone:

Email:

If to the DHS:

Department of Human Services

c/o Statewide Housing Coordinator

Address:

Attention:

Telephone:

Email:

If to the Authority:

Illinois Housing Development Authority

111 E. Wacker Drive, Suite 1000

Chicago, Illinois 60601

Attention: Director, Asset Management

Such addresses may be changed by notice to the other Party given in the same manner as provided in this Section C.6. Any notice, demand, request, or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request, or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request, or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

1. Third Party Beneficiary. THE OWNER, IN CONSIDERATION OF RECEIVING FINANCING FROM THE AUTHORITY FOR THE PROJECT, AGREES AND CONSENTS THAT THE AUTHORITY AND ANY QUALIFYING TENANT (WHETHER PROSPECTIVE, PRESENT OR FORMER) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED AT LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that the beneficiaries of the Owner’s obligations hereunder cannot be adequately compensated by monetary damages in the event of a default hereunder.
2. No Conflicting Agreements. The Parties each warrant that they have not executed, and represent that they will not execute, any other agreement with provisions contradictory, or in opposition to, the provisions of this Agreement, and that, in any event (other than in the case of the Financing Documents), the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in any other agreement and supersede any other requirements in conflict with this Agreement.
3. Governing Law. The laws of the State of Illinois, exclusive of its conflict of laws provisions, shall govern the interpretation and enforcement of this Agreement.
4. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.
5. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement, or the application of it to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.
7. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement by their authorized representatives as of the date and year first written above.

**OWNER**

Company Name:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Its:

**PROPERTY MANAGER**

Company Name:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Its:

**DEPARTMENT OF HUMAN SERVICES**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Its:

This Agreement is approved of this  day of , 20.

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

**To the Statewide Referral Network Agreement**

     ,      , Illinois

SUPPORTIVE HOUSING PLAN

# SRN Unit Mix – Residential rent schedule by unit size and status. Please note: The actual Unit mix for the SRN Units will depend on the needs of referred Tenants.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **# Bedrooms** | **# Bathrooms** | **Unit Size (sq ft)** | **% AMI Target** | **Total Units** | **Monthly**  **Contract Rent** | **Program** |
| *Ex: 1* | *Ex: 1* | *Ex: 800* | *Ex: 30%* | *Ex: 10* | *Ex: $400* | *Ex: LIHTC* |
| *Ex: 2* | *Ex: 2* | *Ex: 1500* | *Ex: 30%* | *Ex: 5* | *Ex: $800* | *Ex: LTOS* |
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1. **Affordability –** how Targeted Units will be made affordable to households earning at or below 30% AMI:

Rents in the **Targeted Units** will be made affordable through (check all that apply from of the following):

|  |  |
| --- | --- |
|  | 30% AMI rents with no additional rental or operating subsidy |
|  | Long-Term Operating Support (via Rental Housing Support Program) |
|  | HUD Project-based (Section 8) Rental Assistance – see below |
|  | Public Housing |
|  | USDA Project-based (Section 515) Rental Assistance |
|  | Other (please specify): |

If a PHA is providing Project-Based Rental Assistance for the Project, the Owner should work with the PHA to determine whether rent-assisted Units may be SRN Units that are filled by referrals from the Statewide Housing Coordinator, or whether all rent-assisted Units must be filled by referrals from the PHA’s existing waiting list(s). The PHA may allow the Project to hold its own waiting list with its own preferences, OR the PHA may agree to allow the SRN Units to be filled by referrals from the Statewide Housing Coordinator, if the remaining rent-assisted Units can be filled by households on the PHA’s waiting list.

It is up to the Owner to negotiate with the PHA regarding the source(s) of referrals for rent-assisted Units, and to determine, based on this negotiation, whether the Project-Based Rental Assistance should be attached to the SRN Units, or instead to other Units within the Project. The Owner is responsible for working with the subsidy Contract Administrator to ensure that the SRN units do not conflict with the Tenant Selection Plan. This may mean gaining approval for a new or modified Tenant Selection Plan.

**If the Project will utilize Project Based Rental Assistance in the SRN Units, please attach a Memorandum of Understanding or other agreement with the subsidy administrator that describes how the Project will ensure that referrals to SRN Units will receive priority for those Units.**

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1. **Integration Plan –** How will the Project ensure Supportive Housing Populations have an opportunity to interact with the community? Only Projects contemplating a preference for Supportive Housing Populations on more than twenty-five percent (25%) of their Units are required to create an integration plan. Other Projects should consider doing so as a “best practice”. Examples of items that could be part of an integration plan include, without limitation, the following:
   1. Partnerships with local schools, including community colleges
   2. Partnership with local park districts
   3. Connections with local community groups
   4. Newsletters and event calendars
   5. Social media (Facebook/Websites)
   6. Social events planned with local communities (holiday parties, contests)
   7. Group outings
   8. Community organizing (gardens or other improvements)
   9. Relevant seminars / educational topics

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1. **Referral, Screening and Communication Plan**

This section outlines how the Property Manager and the Statewide Housing Coordinator will manage the referral and screening process, negotiate requests for reasonable accommodations and modifications under federal fair housing laws, protect the rights of Tenants through delineation of separate functions of services provision and property management, and maintain communication, including in the event of staff turnover, for the duration of the Compliance Period. The Statewide Housing Coordinator, as appropriate, may assign activities related to the Referral and Screening process to the Waitlist Manager(s).

1. **Referral**
2. How the Statewide Housing Coordinator will determine and make referrals:
   1. During preparation for initial lease-up of the Project the Statewide Housing Coordinator will communicate regularly with local support services agencies to establish:

1) Commitments to participate in a referral process and provide follow-up as needed, and

2) A system to communicate and facilitate referrals when vacancies occur.

b. After working with local support services agencies to submit applications for SRN referrals, the Statewide Housing Coordinator will send an SRN Unit Referral through the PAIR Module to the Property Managers. This will provide the Property Manager with one point of contact for the SRN Units.

2. How the Statewide Housing Coordinator will maintain contact with referrals and the Property Manager:

The Statewide Housing Coordinator will act as the Property Manager’s main point of contact for Tenants in SRN Units. The Property Manager will contact the Statewide Housing Coordinator when there is a concern or request regarding Tenants in SRN Units. In turn, the Statewide Housing Coordinator will contact the appropriate local human services agency and that agency will make direct contact with a Tenant they have referred.

This will ensure that Tenants in SRN Units will have the opportunity to maintain contact with the local human support agency that initially identified them as a potential Tenant and that the Property Manager has one primary contact for Tenants in SRN Units.

3. How the Statewide Housing Coordinator will offer assistance with any issues that may arise during tenancy:

When the Statewide Housing Coordinator is contacted by the Property Manager about a Tenant in an SRN Unit, the Statewide Housing Coordinator will contact the appropriate local human services agency, as set forth above.

It is then the responsibility of that local support services agency to make direct contact with the Tenant in question. The Tenant may refuse to interact with the local support services agency, and that is the Tenant's right. However, when the Tenant accepts the local support services agency's outreach efforts, that agency should work with the Tenant to:

1. Connect the Tenant with any appropriate services offered by the agency itself,
2. Refer the Tenant to other service providers in the community as needed, and
3. Encourage the Tenant to maintain communication with both the Property Manager and the local human services agency to develop solutions if there are problems that need to be addressed.
4. **Screening**
   * 1. How the Property Manager will screen referrals:

The Property Manager shall follow the same income, credit, criminal record, rental history and other screening procedures for all prospective Tenants of the Project. When applicant prospective Tenant is turned down based on failure to meet screening criteria, the prospective Tenant has the right to ask for a reasonable accommodation under federal fair housing laws.

2. How the Property Manager will evaluate requests for reasonable accommodations and modifications:

It is the responsibility of Property Manager to share screening criteria and the lease with the Statewide Housing Coordinator (who will, in turn, share the criteria with local support services agency) so that the applicable agency will be prepared to assist with requests for reasonable accommodations or modifications when necessary.

The Property Manager is legally required to considerrequests for reasonable accommodations or modifications made by people with disabilities. The prospective or current Tenant's local human services agency providing supportive housing services should work with the prospective or current Tenant to ensure that the request is reasonable and that it is well documented.

3. How the Property Manager will maintain contact with the Statewide Housing Coordinator during tenancy:

The Property Manager will contact the Statewide Housing Coordinator when:

a. There is an anticipated vacancy in an SRN Unit, through the Periodic Poll or

b. A problem arises with, or there is a concern or request regarding, a Tenant in an SRN Unit through direct communication with the Statewide Housing Coordinator.

1. **Communication**

The Owner, Property Manager and the Statewide Housing Coordinator shall maintain communication to accommodate staff turnover during the Compliance Period. The Owner, Property Manager and the Statewide Housing Coordinator are expected to return one another's phone calls and emails as promptly as possible to ensure that prospective and current Tenants are offered the support they may need to obtain and maintain their tenancy, and to minimize vacancies in SRN Units. The Owner, Property Manager and the Statewide Housing Coordinator should supply primary and backup contact information to one another by responding to the Periodic Poll. This measure will help to ensure that in the event of staff turnover or absence, there will always be a contact at each agency that can support referrals to SRN Units.

**\*\*The Authority reserves the right, at its sole discretion, to require changes to this Plan. A Project’s Financing from the Authority is contingent upon the Authority’s approval of this Agreement, including Exhibit B.**