



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WASHINGTON, DC 20410-5000

Assistant Secretary for  
Public And Indian Housing

Assistant Secretary for  
Community Planning And  
Development

**SPECIAL ATTENTION OF:**

- Public Housing Agency Directors;
- Public Housing Hub Office Directors;
- Public Housing Field Office Directors;
- All CDBG Entitlement and State Grantees;
- All CPD Field Offices
- All Continuum of Care Grantees;
- HOPWA Program Formula/Competitive Grantees;
- HOME grantees
- CHDO grant recipients

**NOTICE**

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**CPD-2011-09**

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**Subject:** Promoting Partnerships to Utilize Housing as a Platform for Improving Quality of Life

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1. **Purpose.** This notice outlines for Community Planning and Development (CPD) and Public and Indian Housing (PIH) grantees, including Public Housing Agencies (PHAs), suggested ways in which to forge partnerships with public and private agencies at the federal, state, and local levels to promote resident connections to health care, education, employment, and other social services in an effort to improve quality of life and provide a foundation for successful housing outcomes.

While the guidance delivered in this notice is not meant to be exhaustive, it does include a great number of resources and tools for strengthening such partnerships. We encourage you to explore and refer to this notice often. PHAs and grantees may wish to convene community meetings or meetings with their own staff to discuss the ideas presented in this notice. Representatives from PIH and CPD can also help PHAs and grantees to identify the other organizations in a given community who are funded under their housing or community development programs.

2. **Applicability.** This notice provides guidance to grantees and sub-grantees, including PHAs that receive funding through CPD or PIH grant programs. While not specifically targeted to a broader audience, other recipients of HUD funding may also find the content of this notice helpful. The term “HUD-assisted residents” in this notice refers to those individuals, assisted through the CPD and PIH-funded programs.
3. **Background.** Goal 3 of HUD’s *Strategic Plan 2010-2015* envisions housing as a platform for improving the quality of life for HUD-assisted residents. Many households are challenged by weak employment histories, long tenure in assisted housing, poor health and nutrition, substance abuse, and criminal records. Evidence to date has shown that stable housing can be highly effective in serving as a base from which a household may be connected to needed services to improve their quality of life. Such services might include but are not limited to primary health care, basic and continuing education, case management, vocational training, life skills workshops, substance abuse treatment, mental health services, legal aid, child care, recreational opportunities, nutritional support, transportation assistance, benefits counseling, and more. By building and strengthening partnerships with health care, educational, and social service organizations, HUD PHAs and grantees can help to ensure that individuals assisted with housing have expanded opportunities to achieve improved educational and health outcomes, increased economic security and self-sufficiency, and improved safety, particularly for the elderly, youth, people with chronic illness or disabilities, persons and families experiencing homelessness or who are at risk of homelessness, and those transitioning from institutional care.

Many PHAs and grantees throughout the country are already engaged in such partnerships with health care, educational, and social service organizations to connect program participants with needed services. HUD encourages PHAs and grantees to develop and strengthen such collaborations where possible, and recognizes the value in these coordinated efforts and the impact they can have in helping assisted households receive needed services and move toward self-sufficiency. The benefits of collaboration are experienced by both PHAs and grantees and the households they serve. In a challenging economic climate, such collaboration can result in the more effective use of public resources, reduced duplication of

efforts, and greater success of program participants. Collaborative approaches to supporting vulnerable populations can also increase understanding of the interrelationships among funding streams; advance appropriate place-based and systems-level responses; increase awareness of community needs; and involve key stakeholders in the development of relevant recommendations about service improvement. Ultimately, the linking of housing and supportive services results in more stable households and communities, less property damage, fewer evictions and turn-overs, and in cases where employment is possible, an increase in rent revenues.

4. **Resources for Collaboration.** HUD encourages PHAs and grantees to foster such collaboration on two websites, as well as a newsletter for assisted households, PHAs, and grantees:

*Community and Supportive Services Web Site*

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/css/resources](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/hope6/css/resources)

HUD has developed this web site to provide a central location for continually updated links to news, research, reports, guidance, best practices, and other materials related to the provision of community and supportive services for HUD-assisted households. It is hoped that all PHAs and CPD grantees, regardless of program funding, will benefit from this feature and use it often as a way to share and learn from each other as they develop partnerships to enhance program participants' access to community resources.

*Homelessness Resource Exchange*

An additional web site, <http://www.HUDHRE.info>, provides extensive guidance on serving individuals and families who are homeless or at risk of homelessness. The web site features a variety of tools for PHAs and grantees, including but not limited to service locators, maps, program guidance, and resources for organizational capacity building to form effective community coalitions and increase program participants' access to mainstream services and supports.

*'The Resident' Newsletter*

Resident involvement in and awareness of HUD's initiatives is encouraged through a monthly newsletter, *The Resident*, published by the Office of Public and Indian Housing and available at: <http://www.hud.gov/offices/pih/programs/ph/newsletter.cfm>. *The Resident* is the only national Department newsletter created exclusively for tenants of public housing. Each monthly issue contains articles ranging from news stories on HUD policy to profiles of public housing success stories. The aim of *The Resident* is to provide tenants with information, inspiration and ideas—all the while creating a bridge between HUD and the people it serves.

5. **Examples of Partnerships that Improve Quality of Life.** To facilitate the partnerships that we are encouraging PHAs and grantees to build and strengthen in their communities, the Department is engaging in active collaborations with other agencies across the federal government. A range of such federal partnerships, together with examples of related opportunities at the local level, are detailed below according to targeted outcome.

a. **Improving Educational Outcomes and Early Learning and Development.** HUD recognizes that education offers a path to a better life and is key to ending the inter-generational cycle of poverty. PHAs and other HUD housing providers can help connect program participants to the educational and enrichment opportunities that will contribute to their development and open doors for them in the future. The Department of Education (ED), as part of its efforts with HUD and other federal agencies through the Neighborhood Revitalization Initiative, is promoting a place-based Promise Neighborhoods program to improve educational opportunities for children in our most distressed communities. ED has recently awarded one-year planning grants to communities wishing to implement a Promise Neighborhoods program, and in subsequent years, contingent on the availability of funds, it intends to conduct competitions for both planning and implementation grants. For full information about this program and its funding notices, visit <http://www.ed.gov/programs/promiseneighborhoods>.

HUD is supporting an initiative to coordinate housing with education in an effort to provide low income parents with on-line tools and resources that will enable them to find good performing schools in their neighborhoods that meet their child's needs, make informed educational choices for their children and empower them to become further involved in their children's education. The GreatSchools.org website ([www.GreatSchools.org](http://www.GreatSchools.org)) is one example of an on-line resource that parents can use to locate the right school for their child in their neighborhood -- , including schools with special education programs, and after school programs. The website is a free, user-friendly website for parents, and features over 200,000 profiles of public, charter, and private PreK-12 schools.

Additionally, strong linkages have been created between the educational and homeless service communities. PHAs and grantees may wish to consult the comprehensive resources for strengthening education for homeless youth, maintained by the U.S. Interagency Council on Homelessness (USICH) and available at: <http://www.ich.gov/slocal/EducationWebPost.html>.

HUD also encourages its PHAs and grantees to partner with Head Start and other high quality early childhood education programs. Examples of models include but are not limited to:

- Head Start and Early Head Start (<http://www.acf.hhs.gov/programs/ohs/>)
- Harlem Children's Zone ([www.hcz.org](http://www.hcz.org))
- Ounce of Prevention/Educare Centers ([www.ounceofprevention.org](http://www.ounceofprevention.org))
- Making Connections ([www.aecf.org/majorinitiatives/MakingConnections.aspx](http://www.aecf.org/majorinitiatives/MakingConnections.aspx))

A wealth of additional information may also be found at the following web sites:

- Promising Practices Network (<http://www.promisingpractices.net>)
- The National Institute for Early Education Research (<http://www.nieer.org>)
- Pre-K Now (<http://www.pre-know.org>)
- Association of Education of Young Children (<http://www.naeyc.org>)
- The National Center for Education Statistics (<http://nces.ed.gov/globallocator/>)
- Communities in Schools (<http://www.communitiesinschools.org>)

- The Parental Information and Resource Center (PIRC)  
(<http://www.nationalpirc.org/pircs/>)

**b. Improving Health Outcomes.** HUD recognizes that good health begins where we live, learn, work, and play. Our homes and neighborhoods significantly contribute to our opportunities to engage in healthy lifestyles, to breathe in clean air, and to feel safe enough to be active outdoors in our communities. Community development activities not traditionally associated with health can have a tremendous impact on residents' well-being. For example, improving public safety by ensuring children have safe routes to school (as described further in section (e) below) can encourage youth to live more actively, reducing their risk for obesity. Joint use agreements can be created with schools and other educational facilities to allow neighborhood children to access playgrounds and gyms after hours, again supporting active living and obesity reduction. Community gardens or other efforts to increase residents' access to healthy foods can also be important resources. For more information please see:

- *The People's Garden Initiative*, U.S. Dept. of Agriculture (USDA)  
[http://www.usda.gov/wps/portal/usda/usdahome?navid=PEOPLES\\_GARDEN](http://www.usda.gov/wps/portal/usda/usdahome?navid=PEOPLES_GARDEN)  
Helps create community gardens in vacant lots, schools, or churches to promote wellness, enable social and cultural connections, and foster teaching opportunities
- *The Healthy Food Financing Initiative*  
[http://www.acf.hhs.gov/programs/ocs/ocs\\_food.html](http://www.acf.hhs.gov/programs/ocs/ocs_food.html)  
Provides funding and technical assistance to businesses, local and tribal governments, nonprofit organizations, and others to expand the availability of nutritious food, including developing and equipping grocery stores, small retailers, corner stores, and farmers markets to sell healthy food.
- *The Food Atlas*, USDA Economic Research Service  
<http://www.ers.usda.gov/FoodAtlas/>  
Find out more about your community's ability to access healthy food and its success in doing so.

Access to health services is also vital. Federally Qualified Health Centers (FQHCs), funded by the Health Resources and Services Administration (HRSA) at the Department of Health and Human Services (HHS), are often ideally situated to serve HUD-assisted households in low-income communities across the country. HUD has been working closely with HRSA to ensure that FQHCs and other health centers are working effectively with housing agencies. As a part of this effort, HUD has convened several Health Collaborative meetings across the country that have brought together housing, health, and service organizations in order to identify local health needs and better coordinate serving those individuals most at risk for poor health outcomes. To find an FQHC near you, visit <http://findahealthcenter.hrsa.gov>. To review presentations from the most recent Health Collaborative, please see the Community and Supportive Services Resources web page referenced in part 4 above. If you are interested in working to establish a similar meeting in your area, please contact your local HUD field office or the person identified as the contact on this Notice for more HUD guidance.

The Public Housing Primary Care (PHPC) Program, funded by the Bureau of Primary Health Care at HHS, provides public housing residents with improved access to primary health care through direct, on-site health promotion and disease prevention services at or near public housing developments. More information is available at <http://bphc.hrsa.gov>. Currently funding goes to 63 community health centers located in 25 states, and the U.S. territory of Puerto Rico. PHPC health centers deliver high-quality, integrated and family-based preventive and primary health care services at numerous public housing service delivery sites spanning urban, rural, mobile, on-site, and clinical settings. Many PHPC health centers also provide behavioral health services, pharmacy, x-ray, optometry, and podiatry, along with nutritional services through the Women, Infants, and Children (WIC) program. For a directory, visit <http://www.nchph.org/healthcenterprofiles2.html>.

HUD has also established a partnership with the National Heart, Lung and Blood Institute (<http://www.nhlbi.nih.gov/>) of the National Institutes of Health (NIH) to implement the *With Every Heartbeat is Life* program in over 20 PHAs. This program trains community residents to become community health outreach workers by combining “train-the-trainer” information on healthy eating, with community organizing skills and activities that promote a heart healthy lifestyle. The web site has resources for the public’s use. If you are interested in establishing a program, please be in touch with the contact on this Notice for more HUD guidance.

The Defense Department, Housing and Urban Development, the Environmental Protection Agency and the Centers for Disease Control and Prevention all have initiatives to combat bed bug infestations through extensive research, communication and education as infestations rise across the country. These principles include setting thresholds, monitoring and identifying pests, and prevention and control. HUD recently released Notice PIH 2011-22: Promotion of Integrated Pest Management (IPM) as an environmentally-sound, economical and effective means to address a major resident concern.

This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. For more information, please visit <http://portal.hud.gov/hudportal/documents/huddoc?id=PIH-2011-22.pdf> .

**c. Increasing Economic Security and Self-Sufficiency.**

- i. Workforce Development.** Often, collaboration between two or more partner organizations in a community is necessary to assist individuals in preparing for, identifying, securing, and retaining employment. The path to economic self-sufficiency involves developing the technical and other types of skills (such as communication and interpersonal skills) needed for a particular job and workplace, making arrangements for transportation and child care if necessary, identifying local employment opportunities, obtaining an appropriate position, and retaining the job over time.

Housing funded through CPD and PIH programs is often ideally situated to serve as a platform for these efforts. As described in more detail later in this Notice, assisted housing developments can provide physical space for job centers, training programs, and information sessions. Housing agencies should also consider partnering with entities funded by the U.S. Department of Labor (DOL), collaborating with state and local organizations and workforce investment boards (WIBs) to coordinate training and job placement activities.

HUD has sought to facilitate these local efforts by partnering with DOL at the federal level to promote linkage of public housing residents with their local WIB and its One-Stop Career System. As indicated at 20 CFR 664.405, WIBs must ensure links to PHAs and other entities that will foster the participation of eligible local area youth. DOL's One-Stop career system also provides a continuum of services to adult, dislocated workers, and youth, including public housing residents, as described at 20 CFR 663.100. Required One-Stop partners include those entities responsible for administering employment and training activities carried out by HUD. For more information on Workforce Investment Act requirements, see 20 CFR part 652 and parts 660 through 671, and the following web sites:

- WIB locator: <http://www.servicelocator.org/WorkforceContacts.asp>
- One-Stop locator: <http://www.servicelocator.org/onestopcenters.asp>
- HUD-DOL Memorandum of Understanding: <http://portal.hud.gov/hudportal/HUD?src=/recovery/partnerships>

Finally, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) requires that recipients of certain HUD financial assistance (including, for example, Community Development Block Grant, HOPE VI, Choice Neighborhoods, McKinney-Veno funding and the Public Housing Capital Fund), provide newly created employment, training, or contracting opportunities to low-and very low-income persons, including in particular residents of certain HUD-assisted housing located in communities where these funds are spent, and to the businesses that provide economic opportunities for these persons, to the greatest extent feasible. This applies when these new opportunities are created as a result of projects or activities funded through certain HUD financial assistance. The goal of Section 3 is to ensure that local residents and businesses with the greatest economic needs have the opportunity to benefit from HUD-funded training, employment, and contracting opportunities that are available in the communities where they reside. Section 3 creates a multiplier effect for HUD dollars, which become contracts and wages that allow residents and businesses to buy goods and services in the communities where this funding is spent. Full Section 3 requirements are set forth at 24 CFR part 135, and more information can be found at <http://www.hud.gov/section3> or by submitting email inquiries to: [section3@hud.gov](mailto:section3@hud.gov).

**ii. Financial Literacy and Asset Building.** Financial literacy training, tax assistance, and specialized savings accounts can also be important features of a complete self-sufficiency program for assisted households. To further promote economic security for its assisted households, HUD has been working with the Internal Revenue Service (IRS) to ensure

that low and moderate income HUD-assisted households, including especially persons with disabilities, the elderly, and limited English proficient persons, learn about and benefit from tax assistance programs and incentives, including the Earned Income Tax Credit and Child Tax Credit, and with the Department of Justice (DOJ) to identify strategies for effective foreclosure mediation programs. The HUD-IRS MOU can be found at <http://www.hud.gov/content/releases/hudirsagreement.pdf>, and the HUD-DOJ joint report is available at <http://www.justice.gov/atj/effective-mediation-prog-strategies.pdf>.

The IRS Volunteer Income Tax Assistance Program (VITA) and the Tax Counseling for the Elderly (TCE) Programs offer free tax help for taxpayers who qualify. In addition to free tax return preparation assistance, most sites also offer free electronic filing (e-filing). The VITA Program offers free tax help to low- to moderate-income (generally, \$49,000 and below) people who cannot prepare their own tax returns. Certified volunteers sponsored by various organizations receive training to help prepare basic tax returns in communities across the country. VITA sites are generally located at community and neighborhood centers, libraries, schools, shopping malls, and other convenient locations. Most locations also offer free electronic filing. To locate the nearest VITA site, call 1-800-906-9887. Tax Counseling for the Elderly provides free tax help to people aged 60 and older. As part of the IRS-sponsored TCE Program, AARP offers the Tax-Aide counseling program at more than 7,000 sites nationwide. Trained and certified AARP Tax-Aide volunteer counselors help people of low-to-middle income with special attention to that age 60 and older. For more information on TCE, call 1-800-829-1040. To locate the nearest AARP Tax-Aide site, call 1-888-227-7669 or visit AARP's website. [http://www.aarp.org/money/taxes/aarp\\_taxaide/](http://www.aarp.org/money/taxes/aarp_taxaide/)

Partners can promote use of new tools like [MyMoney.gov](http://www.mymoney.gov), a one-stop shop for the federal government's financial education resources. Mymoney.gov includes a specific curriculum that PHAs could use to provide financial education courses to residents, such as the FDIC's Money Smart Curriculum. The National Financial Capability Challenge is an annual on-line competition for youth ages 13-19 to test their financial knowledge. Teachers and youth program leaders who want to learn more about the National Financial Capability Challenge can visit <http://www.challenge.treasury.gov/>. The website contains educator toolkits which provide links to curricula and core financial concepts.

A variety of federal programs also provide resources that can assist agencies in developing financial education and asset-building programs. The Assets for Independence Program (<http://www.IDAresources.org>), for example, is a grant program coordinated by HHS that enables community-based nonprofits and government agencies to implement asset-building projects for low-income households. Participants are assisted with saving earned income in special-purpose, matched savings accounts toward acquiring a first home, capitalizing a small business, or enrolling in postsecondary education or training. The program also provides basic financial management training and supportive services for assisted individuals and families. More information can be found at: <http://www.acf.hhs.gov/programs/ocs/afi/assets.html>. See also 24 CFR 960.255(d) for regulations on how to establish an Individual Savings Account Program as

an alternative to implementing the standard Earned Income Disregard in a Public Housing program.

**iii. Other Self-Sufficiency Resources.** In many cases, HUD funds are used to provide direct services to improve residents' economic security and opportunities for self-sufficiency. Individual program regulations should be consulted to determine flexibilities with regard to such direct service delivery activities. Community Development Block Grant (CDBG) funds, for example, may be used to provide assistance to microenterprises, which are businesses that have five or fewer employees, including the owner, as described at 24 CFR 570.201(o), for the Entitlement CDBG Program (which serves metropolitan cities with a population of 50,000 or more and urban counties with a population of 200,000 or more) and Section 105(a)(22) of the Housing and Community Development Act of 1974 (HCDA) for the State CDBG Program (which serves small cities and rural areas). Funding may be used to provide credit that includes grants, loans, and loan guarantees for the establishment, stabilization, and expansion of microenterprises. Funds may also be used to provide technical assistance, advice, and business support services to owners and developers of microenterprises. General support—such as peer support programs, counseling, child care, transportation, and similar services to owners and developers of microenterprises, as well as employees—is also an allowable activity. Applicants for positions generated through CDBG-eligible economic development activities can also be screened, referred, trained, and placed using this funding in accordance with 24 CFR 570.203(c) and Section 105(a)(17) of the HCDA. Each program provides its own rules regarding the flexibilities and limitations of any service delivery activities.

Another example is HUD's Supportive Housing Program (SHP) which is intended to promote the development of housing and supportive services to assist homeless persons in the transition from streets and shelters to permanent housing and maximum self-sufficiency. SHP is the most flexible of HUD's homeless assistance programs, funded through an annual Continuum of Care competition. SHP funds may be used for both housing and supportive service costs, such as case management, life skills development, and educational services.

Additional resources include:

- Resident Opportunities and Self-Sufficiency (ROSS) training materials to improve service coordination for assisted residents more generally, including families, the elderly, and people with disabilities.

<http://www.hud.gov/offices/pih/programs/ph/ross/>

- Comprehensive information about government benefit and assistance programs.

<http://www.benefits.gov>

**d. Improving Housing Stability through Supportive Services for Vulnerable Populations.**

This includes the youth, households experiencing homelessness, those individuals and families at risk of becoming homeless, elderly, and people with disabilities.

The Interagency Working Group on Youth Programs, composed of representatives from 12 federal agencies, including HUD, supports programs and services focusing on youth. This interagency initiative promotes enhanced collaboration at the federal, state, and local levels; disseminates information about critical resources, including evidence-based programs; develops an overarching strategic plan for federal youth policy; and maintains a web site to promote effective community-based efforts to reduce the factors that put youth at risk and to provide high-quality services to at-risk youth. For more information or to locate resources in your area, visit <http://www.FindYouthInfo.gov/>. Additionally, the Administration for Children and Families at HHS funds street outreach programs to stabilize homeless youth and link them to appropriate care and services. To locate a Street Outreach Program (SOP) in your area, visit: <http://www2.ncfy.com/locate>.

HUD's Family Unification Program (FUP) is a program that facilitates access to housing and supportive services through agency collaboration. FUP provides housing choice vouchers (HCVs) to two populations: (1) families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children in out-of-home care, or the delay in the discharge of the child or children to the family from out-of-home care, and (2) youths at least 18 years old and not more than 21 years old who left foster care at age 16 or older and who lack adequate housing. FUP vouchers used by youth are limited, by statute, to 18 months of housing assistance. PHAs administer FUP in partnership with Public Child Welfare Agencies (PCWAs). In addition to rental assistance, supportive services must be provided by the PCWA to FUP youths for the entire 18 months in which the youth participates in the program. Examples of the skills targeted by these services include money management skills, job preparation, educational counseling, and proper nutrition and meal preparation. Although not required by the program, PCWAs frequently provide supportive services to FUP families as well. For additional information, visit [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/hcv/family](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/family).

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program is another example of an interagency partnership leading to improved housing stability for a vulnerable population. HUD-VASH combines HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veteran's Affairs (VA). VA provides these services for participating veterans at VA medical centers (VAMCs) and community-based outreach clinics. VA case managers refer homeless veterans and their families to PHAs to apply for a HUD-VASH voucher and continue to provide support to veterans throughout their participation in the program. In order to reduce barriers that homeless veterans might face to accessing and participating in the program, Congress gave HUD the flexibility in the 2008 Appropriations Act to waive a number of regulatory and statutory provisions of the regular HCV program. These alternative operating requirements and other information about the HUD-VASH program can be found on the HUD-VASH website at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/hcv/vash#5](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/vash#5).

HUD is an active member of the U.S. Interagency Council on Homelessness (USICH), which includes 19 federal Departments and agencies and is responsible for coordinating the federal response to homelessness. USICH released *Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness*, the first of its kind. To achieve the goals of *Opening Doors*, partnerships between state and local officials, service providers, and local advocates will be critical. USICH encourages communities to create strategic, results-oriented community strategic plans to prevent and end homelessness in their own city or county, a goal of the HEARTH Act of 2009. More information is available at <http://www.usich.gov> .

A stated goal of *Opening Doors* is to reduce homelessness among veterans and their families. HUD has specifically partnered with VA and DOL to develop and test models for preventing and ending veterans' homelessness through the Veterans Homeless Prevention Demonstration, which combines targeted housing vouchers, case management and services, and employment and career counseling. This important federal partnership is realized at the local level through an area's Continuum of Care. More information about HUD resources for veterans, including a tool to identify resources for homeless veterans in your jurisdiction, is available at <http://www.hud.gov/hudvet>.

PHAs and other HUD grantees are also encouraged to become involved with their local Continuum of Care (CoC). Continuum of Care refers to a collaborative approach to funding and planning that helps communities plan for and provide, as necessary, a full range of prevention, emergency, transitional, and permanent housing and other service resources to address the various needs of homeless persons. The group of community stakeholders involved in this local process is referred to as a CoC. PHAs and other HUD grantees can identify their local Continuum of Care at <http://www.HUDHRE.info> in order to get involved in the local CoC strategic planning process. CoCs typically have an active role in the development of state and local 10-year plans to end homelessness.

A variety of partnerships have recently been forged to assist senior citizens and persons with disabilities. HUD and HHS have paired up, for example, in efforts to provide housing, community supports, and independent living arrangements for people with disabilities through the Community Living Initiative. Resources related to this initiative are available at <http://www.hhs.gov/od/topics/community/olmstead.html>, including a letter to State Medicaid Directors reminding them of the availability of technical assistance and advancing access to affordable housing as a means to maximize opportunities for community living. HUD, with input from CMS, recently released 1,000 Section 8 vouchers targeted to non-elderly Americans with disabilities who are leaving nursing homes. This effort is complementary to Money Follows the Person Program and a technical assistance contract to help state and local entities integrate housing and service for people with disabilities. For more information on the Community Living Initiative see: <http://www.hhs.gov/od/community/index.html>.

State Medicaid agencies and their local offices administering the Federal Medicaid Program, funded through HHS, are important to consider in comprehensive community planning to assist households with service needs. Medicaid is a significant resource that can assist

PHAs and grantees in providing community-based services to individuals with disabilities. To assist persons with disabilities transitioning out of institutional settings, for example, PHAs and grantees are encouraged to contact their State Medicaid agencies, or the local office of these agencies, to determine the availability of Medicaid home and community-based services (HCBS) waivers and other resources under the Medicaid Program. For a list of regional offices, you may use this link – <https://www.cms.gov/RegionalOffices/>.

All PHAs and grantees addressed in this notice are reminded that all notices of and communications during all training, informational, and educational sessions shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and its implementing regulations at 24 CFR Part 8. *See* 24 CFR 8.6. All trainings, educational courses, and other supportive services must be held in facilities that are accessible to persons with disabilities in accordance with Section 504 and Title II of the American with Disabilities Act (ADA), as applicable. Where physical accessibility is not achievable, recipients and sub-recipients must be given priority to alternative methods of product delivery that offer such services to qualified individuals with disabilities in the most integrated setting appropriate in accordance with Section 504 and 24 CFR Part 8. Furthermore, HUD encourages all grant recipients and sub-recipients to adopt the goals and objectives of Section 508 of the Rehabilitation Act of 1973 by ensuring that electronic and information technology is made available to persons with disabilities on a comparable basis as it is made to persons without disabilities. Comprehensive information on disability-related programs, services, laws and benefits can be found at <http://www.Disability.gov>. For more information about housing resources and assistance available to senior citizens, visit <http://www.hud.gov/groups/seniors.cfm>.

Similarly, HUD has been involved in a coordinated federal effort to draft and implement the National HIV/AIDS Strategy. Achieving the goals of this Strategy will require unprecedented levels of partnership between HUD and other agencies providing services to individuals and families living with or at risk for HIV/AIDS. Implementation plans for each federal agency, including HUD, are available at <http://www.AIDS.gov>, where PHAs and grantees and the people they serve may access information about other federal HIV/AIDS resources, as well as a local HIV/AIDS service locator. Additionally, HIV housing resources funded through HUD's Housing Opportunities for Persons with AIDS (HOPWA) program can be found at <http://www.HUDHRE.info/hopwa>. Housing agencies, whose primary focus is not public health, can often benefit from partnerships with nonprofits that have experience meeting the complex needs of clients living with HIV/AIDS. Health fairs in public housing communities can also promote HIV testing, education, and referrals to nearby health agencies. HUD's Housing Opportunities for Persons with AIDS (HOPWA) program has collaborated with the Substance Abuse and Mental Health Services Administration (SAMHSA) to develop a curriculum to train project and case managers to prepare program participants' applications for Supplemental Security Income (SSI) and Social Security Disability Income (SSDI). This partnership has resulted in higher application approval rates and faster processing times for clients. SAMHSA's Homelessness Resources Center, available at <http://www.nrchmi.samhsa.gov>, may also prove useful to PHAs and grantees serving persons with substance abuse and mental health service needs.

- e. **Improving Public Safety.** HUD is committed to improving public safety and encourages PHAs and CPD grantees to continue to creatively engage in partnerships that enhance the safety of assisted communities and neighborhoods. Strong communities are safe communities, and assisted households can be thwarted from achieving their health, educational, economic, and other goals in areas where community safety is threatened. Every year, local communities discover and share innovative ways to reduce and prevent crime, violence, and drug abuse in their neighborhoods. In some assisted housing developments, residents themselves have built partnerships with neighborhood groups and the local police force to enhance community safety. PHAs and grantees might consider promoting the development of steering committees or resident advisory committees that specifically focus on gathering stakeholder input about safety. In addition, PHAs and grantees should pursue strengthened partnerships with local officials, community representatives, civic groups, faith-based organizations, schools, and others working toward neighborhood safety. Community centers co-located at HUD housing sites can offer youth- and adult-oriented services and promote recreational opportunities for public housing residents, thereby reducing community distrust and disorder (co-location of services and housing is discussed further in part 7(b), below.) The Department of Justice (DOJ), Office of Justice Programs (OJP) produces a monthly newsletter, *Justice Resource Update*, to which PHAs and grantees may wish to subscribe, highlighting community success stories related to law enforcement, community policing, prevention, neighborhood restoration, reentry, and American Indian/Alaska Native affairs. The newsletter (available at <http://www.ojp.usdoj.gov/justiceresourceupdate/index.htm> ) contains stories from the field detailing effective strategies, recent events and initiatives, and funding opportunities.

The Byrne Criminal Justice Innovation (BCJI) program is a program proposed for FY 2012. BCJI is a community-based strategy that aims to control and prevent violent crime, drug abuse, and gang activity in designated high crime neighborhoods across the country, providing funding to support partnerships between law enforcement agencies and community-based organizations that balance targeted enforcement with prevention, intervention, and neighborhood restoration services.

BCJI is one of several place-based federal programs, including HUD's Choice Neighborhoods, which will be integrated through a Neighborhood Revitalization Initiative ([http://www.whitehouse.gov/sites/default/files/nri\\_description.pdf](http://www.whitehouse.gov/sites/default/files/nri_description.pdf)). This federal collaboration incentivizes communities to plan collaboratively at the local level and to consider the interconnectedness of their efforts.

Planning and programming for the reentry of ex-offenders returning to your community can make a tremendous difference in reducing crime, particularly in jurisdictions with large numbers of returning offenders. The Reentry Policy Council, a project of the Council of State Governments Justice Center, provides guidance about prisoner reentry programs and initiatives from across the country, ranging from community-based efforts to statewide projects. PHAs and grantees may access a variety of tools, best practices, and reports, including those related to housing ex-offenders, by visiting <http://www.reentrypolicy.org/>. Additionally, the Local Initiatives Support Corporation Community Safety Initiative (LISC CSI), in partnership with DOJ, has produced a training curriculum for successful reentry

housing, *Housing for a Second Chance: Family, Government and Community Partnerships for Housing People Involved in the Criminal Justice System*. A similar resource, *Strategies for Creating Offender Reentry Programs in Indian Country*, was also recently released by DOJ. More information about these and other resources is available at the Bureau of Justice Assistance's National Reentry Resource Center, <http://www.nationalreentryresourcecenter.org/>.

The Bureau of Justice Assistance (BJA), which is a component of OJP/DOJ, supports law enforcement, courts, corrections, treatment, victim services, technology, and prevention initiatives that strengthen the nation's criminal justice system. For more information on programs and funding opportunities in these areas, please visit:

<http://www.ojp.usdoj.gov/BJA/index.html>.

The federal Safe Routes to School (SRTS) program addresses neighborhood safety by empowering communities to make walking and cycling to school a safe and routine activity. Each State administers its own program, and the SRTS State Coordinator can be identified at <http://www.saferoutesinfo.org>, which also features success stories, training resources, and funding information.

CDBG funds may be used in the provision of public services, which include but are not limited to health care, education programs, job training, public safety services, homeless services, drug abuse counseling and treatment, and services for senior citizens in accordance with Section 105(a)(8) of the HCDA and 24 CFR 570.201(e). Public services assisted with CDBG funds must either be a new service or a quantifiable increase in the level of an existing service above that which has been provided by on or behalf of a general unit of government with local or State funds in the preceding 12 months. However, grantees may expend no more than 15 percent of their annual CDBG grant plus 15 percent of the preceding year's program income for public service activities. Examples of public services include security patrols, health care, mental health counseling, job training programs and day-care services. The 15 percent limitation on public service expenditures applies to CDBG entitlement grantees unless: 1) They qualify for a limited statutory exemption based on actions taken in 1982 or 1983; or 2) Have established a Neighborhood Revitalization Strategy Area (NRSA) and are implementing public services in that area through qualified community-based development organizations.

6. **Strategies for Partnership Development.** The following sections provide specific suggestions for the development of community partnerships to share resources and improve the quality of life of assisted households.
  - a. **Memoranda of Understanding and Interagency Agreements.** Effective partnership development begins with a mutual understanding of and agreement upon a clearly articulated division of roles, responsibilities, and expectations between partnering agencies. To this end, interagency agreements (IAAs) or memoranda of understanding (MOUs) can be created, as appropriate, outlining the nature of the collaboration. Such agreements also ensure continuity of the relationship and the provision of services, protecting the collaboration from being eroded due to turnover of staff at either agency. Sample agreements can be found on

the Community and Supportive Services web site referenced in part 4 above and are attached to this Notice. MOUs are typically used for non-binding agreements that do not involve the transfer of funds, personnel, property or services, whereas IAAs establish a binding, contractual agreement and do involve such a transfer. HUD's PIH Notice 2000-11 <http://www.hud.gov/offices/adm/hudclips/notices/pih/00pihnotices.cfm> provides guidance and a sample cooperative agreement between PHAs and Temporary Assistance for Needy Families (TANF) agencies working together to build residents' economic self-sufficiency.

- The sample MOUs and partnerships included in this notice are for illustrative purposes only. They should be adapted to local needs and in accordance with local and State requirements. Participants in partnership agreements and MOUs should have all documents reviewed and cleared by their organization's legal counsel. Partnerships should clearly spell out the roles, responsibilities, and expectations for each entity. Please note that unlike other more generic documents, the FUP MOU includes MOU requirements established in the 2010 FUP NOFA for that program, specifically.
- b. Co-location of Services and Housing.** It can be beneficial to offer supportive services on-site where housing is located. Public housing developments or any other HUD assisted housing complex could convert a housing unit or other HUD-funded housing unit into a full-time office or meeting space for the partnering service provider. HUD policy does not prevent PHAs or other grantees from voluntarily entering into agreements or contracts with health care, education and social service organizations to lease community space or other non-dwelling space to make services available at these housing sites. It is not uncommon for health clinics to be located on-site in public housing developments or in homeless shelters, for instance. For a listing and description of each type of permissible use of public housing units, together with approval procedures, please see PIH Notice 2011-7. Please see also the regulations at 24 CFR 990.145.

As another example, a PHA may wish to create an on-site "jobs center" at one of their developments by partnering with a local workforce development group. The PHA may also want to have an employee from the workforce development partner be physically present at the PHA during regular business hours, in order to provide convenient and accessible assistance to residents. If the PHA receives the requisite HUD approvals, the partner may operate in the converted public housing unit, and the PHA will continue to receive full operating subsidy for that unit. For a listing and description of each type of permissible use of public housing units, together with approval procedures, please see PIH Notice 2011-7. Please see also the regulations at 24 CFR 990.145.

Similarly, CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, and install public facilities and improvements in accordance with Section 105(a)(2) of the HCDA of 1974 and 24 CFR 570.201(c). Examples of public facilities include but are not limited to recreation centers, food pantries, and libraries. CDBG funds may also be used to acquire buildings used to provide health care services or education and training programs. Real property—for example, the land on which a public facility for public housing residents would be built—can also be acquired using CDBG funds. Thriving partnerships with community

partners may assist in the development and siting of such buildings or facilities in locations that would be of benefit HUD-assisted households.

In addition to using physical space for the provision of services to residents, PHAs and grantees can create health-promoting policies in their buildings. For example, PHAs have been strongly encouraged to implement non-smoking policies in some or all of their public housing units. For more information, see PIH Notice 2009-21.

HUD's homeless assistance grantees often provide supportive services on site or in a location that is easily accessible by program participants. ESG grantees may use up to 30 percent of a grant to provide essential services in emergency shelters, as defined in 24 CFR 576.3. In addition, essential services for homeless persons may be funded in day shelters or soup kitchens that are designed to serve predominantly homeless persons. Under SHP, grant funds may be used to lease space to provide supportive services.

**c. Using AmeriCorps, AmeriCorps VISTA and Senior Corps to Serve Your Community.**

In some cases, emerging community needs may be met by establishing partnerships with programs like AmeriCorps or Senior Corps, which recruit and train volunteers to engage in building community capacity. PHAs and grantees might want to consider hiring their own residents as AmeriCorps or VISTA members. Another option is to work through a local intermediary to have an AmeriCorps or VISTA member placed at the site, rather than be a direct grantee. The Corporation for National and Community Service (CNCS, <http://www.nationalservice.gov>) provides further information about the nature, formation, and benefits of these partnerships.

The following resources may be useful to PHAs and grantees pursuing this option. Contacting the appropriate office enables potential sponsors to discuss ideas, receive applications, and learn about deadlines and other program information.

- Identify and contact your local CNCS state office regarding VISTA sponsorship and possible work with Senior Corps Grantees:  
<http://www.americorps.gov/about/contact/stateoffices.asp>
- Identify and contact your State Service Commission to sponsor AmeriCorps State members: <http://www.americorps.gov/about/contact/statecommission.asp>.
- Access additional tools to assist with project development, grant applications, and project management: [http://www.americorps.gov/for\\_organizations/tta/index.asp](http://www.americorps.gov/for_organizations/tta/index.asp).
- *Building a High Quality AmeriCorps Program – From Blueprint to Implementation:*  
<http://nationalserviceresources.org/ac-startup>.

**d. Enhancing Local Planning and Resident Participation.** Thriving partnerships between PHAs and grantees, sub-grantees, and service agencies can help to ensure that the housing and service needs of assisted households are identified, articulated and integrated into local planning processes. Additionally, community partnerships can and should be reflected in

local plans to address these housing and service needs. CPD grantees receiving HOME, CDBG, ESG, or HOPWA funding are required to have a Consolidated Plan, as stipulated in 24 CFR Part 91. Further, per 24 CFR 91.2(b), grantees of other CPD programs may be required to certify compliance with the applicable jurisdiction's HUD-approved Consolidated Plan. CoCs are required to coordinate their local plans with the Consolidated Plan covering their jurisdictions. The Consolidated Plan regulations also require grantees to consult with the local PHA concerning consideration of public housing needs and planned programs and activities. Similarly, the needs of targeted CPD program beneficiaries (e.g., the homeless or those with special needs, including persons with disabilities or HIV/AIDS) can be raised through broad public participation in PHA planning processes. See 24 CFR 903 for more detailed information about PHA plans. Funded activities are initiated and developed at the local level based upon a community's needs and priorities. Recently, invigorated approaches to area planning have been considered, and HUD is developing enhancements to its Consolidated Planning process that will allow PHAs and grantees to take advantage of the most relevant data and mapping resources in guiding their community planning and development.

Citizens must be encouraged to participate in the development of and any substantial amendments to both the Consolidated Plan and the PHA plan, as described in Section 104(a)(3) of the HCDA, 24 CFR 91.105(a)(2), 24 CFR 91.115(a)(2), and 24 CFR 903.13-17, respectively. Residents must be given an opportunity to provide input at public hearings, which may be accomplished by posting notices of public hearings within the assisted housing development or at nearby businesses and organizations.

Pursuant to Title VI of the Civil Rights Act of 1964, PHAs and grantees must ensure that partnerships provide limited English proficient persons with meaningful access to participate in the partnership and any services conducted pursuant to partnership agreements. This may be accomplished through in-house development of language assistance strategies and services or through pursuing partnerships with organizations that will assist the grantee in providing such strategies and services, in accordance with the *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* published on January 22, 2007 in the *Federal Register* (72 FR 2732).

- e. **Using Partnerships to Manage Housing Waiting Lists and Establish Admission Preferences.** As they identify, secure, and transition to permanent housing, current and prospective program participants—particularly those on Housing Choice Voucher (HCV) or public housing waiting lists—can be connected to appropriate short-term or transitional housing and supportive services. Often, successful partnerships have involved nonprofit partners maintaining contact with and providing resources to persons on voucher or public housing waiting lists, and then sharing this information with the PHA as necessary. The Public Housing Occupancy Guidebook (7465.1) also provides further information about agreements between PHAs and social service agencies for the provision of supportive services to applicants who need additional assistance in order to establish a tenancy.

Partnerships with agencies serving special needs and hard-to-house populations can also help PHAs to establish appropriate Housing Choice Voucher terms (beyond the 60 day

minimum), or to determine whether there is a need to create waiting list preferences for special needs populations in their area (e.g., the elderly, people who are homeless, people with disabilities, veterans and their families, victims of domestic violence, youth aging out of foster care, and so forth), or for families that have applied for or are participating in employment or service programs. A PHA may limit the number of families in a given year that may receive a preference (e.g., the PHA may specify the maximum number of families that will receive a homeless preference or establish a percent of new admissions that will be given the homeless preference). A PHA may not provide a preference for those with a specific disability. PHA selection preferences must be described in the PHA's administrative plan, and must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). These partnerships can also help PHAs to determine whether there is a need to apply for additional vouchers that are targeted to specific populations (e.g. non-elderly disabled, aging-out youth, families needing to be reunified with their children, and homeless veterans and their families).

- f. **Data Systems, Information Sharing, and Confidentiality.** Partnering agencies may wish to engage in discussion around the development of common data standards or shared data collection and management systems. For example, many HOPWA grantees and recipients of SAMHSA, VA, and other federal funding have found it useful to use a Homeless Management Information System (<http://www.HMIS.info>), as supported by HUD's CoC programs for use in data collection, client service delivery, and evaluation. This common platform for data management facilitates partnering between recipients of different HUD funding streams and between different federal agencies.

Coordinating housing and services for residents can raise important concerns around confidentiality. PHAs and grantees, and their partners should work together to create and update processes that protect beneficiary confidentiality and conform to federal Health Insurance Portability and Accountability Act (HIPAA) regulations. However, it is possible to construct strong data-sharing agreements that still respect residents' right to privacy. As long as data is aggregated or there has been an Authorization to Release Information signed, health clinics, schools, and other service providers can share information with housing agencies. This data sharing results in stronger service networks and more streamlined service provision for residents. It also can support grantee and sponsor needs as they complete related data collection and reporting for similar but separate grant programs.

Universities and other research institutions are often a valuable resource for creating these shared data systems. Many have experience combining and analyzing large datasets, have standards in place to protect confidentiality, and have established agreements with government agencies in the past to properly use beneficiary data. The researchers at these institutions also have expertise that can be valuable in creating analysis tools that use shared data to improve the services delivered by PHAs and grantees and their partners. Some examples of university-based data sharing and resources can be found at the University of Pennsylvania's Intelligence for Social Policy initiative: <http://www.ispc.upenn.edu>.

## 7. **Funding.**

- a. **Funding for Service Coordination.** Service coordination can be useful in assisting public housing residents to identify goals and access services which might otherwise be challenging to obtain. There are currently several competitive programs available in PIH for dedicated Service Coordinator funding, including the Housing Choice Voucher Family Self-Sufficiency Program, the Public Housing Family Self-Sufficiency Program, and the Resident Opportunity and Self-Sufficiency (ROSS) – Service Coordinators Program. Service coordination and service provision costs are also eligible expenses of the Public Housing Operating Funds, Housing Choice Voucher Administrative Fees, and Public Housing Capital Funds (up to 20%) under Management Improvements. Training materials from ROSS-SC start-up conferences are available at the following web site, and may be useful to all grantees striving to improve service coordination for assisted residents:  
<http://www.hud.gov/offices/pih/programs/ph/ross/>.
- b. **Resident Participation Funds.** Many of the initiatives mentioned in the preceding sections for improving educational, health, economic, and safety outcomes have recommended significant resident participation for maximum effectiveness. For example, partnerships to improve community safety typically necessitate involvement from residents themselves to be effective. PHAs should note that, per regulations at 24 CFR 964.150, they are provided through the Operating Fund with \$25 per occupied unit per year (subject to appropriations and pro-rated with the Operating Fund) to be used for Resident Participation activities. The regulations state that \$10 of the \$25 goes to the PHA to pay for costs incurred in carrying out tenant participation activities, including the expenses for conducting elections. The other \$15 must be made available to the duly elected resident association. The PHA and the duly elected resident council at each development and/or those jurisdiction-wide councils should collaborate on how the funds will be distributed for tenant participation activities. If there is no resident council, the funds still must be used for resident participation activities, but must be managed for that purpose by the PHA. PHAs should work with their residents to discover how this small pot of funds can be used as seed money or supplemental funds for making supportive services available to residents and incentivizing participation. HUD issued Notice 2001-3: Interim Instructions on Distribution and Use of Operating Subsidy Funds Received for Resident Participation Activities. The purpose of this Notice is to provide PHAs and those Resident Management Corporations (RMCs) that are directly funded by HUD with interim instructions on the distribution and use of operating subsidy funds received for resident participation activities. These instructions will remain in force until such time as HUD can complete rulemaking to revise 24 CFR Part 964. For more information, please visit <http://www.hud.gov/offices/pih/publications/notices/01/pih2001-3.pdf>.
- c. **Funding for Service Delivery.** A variety of HUD programs permit PHAs and grantees to utilize funds for direct supportive service delivery to improve program participants' quality of life and increase their chances of achieving and maintaining housing stability.

PHAs and grantees should consult individual program regulations for details about service delivery funding permissions and limitations. For example:

- Up to 15 percent of an annual **CDBG** grant (plus 15 percent of the preceding year’s program income) may be used in the provision of public services, which include but are not limited to health care, education and tutoring programs, job training, public safety services, homeless services, fair housing counseling, daycare, computer training, drug abuse counseling and treatment, and services for senior citizens in accordance with Section 105(a)(8) of the HCDA and the regulations at 24 CFR 570.201(e). The 15 percent limitation on public service expenditures applies to CDBG entitlement grantees unless: 1) They qualify for a limited statutory exemption based on actions taken in 1982 or 1983; or 2) Have established a Neighborhood Revitalization Strategy Area (NRSA) and are implementing public services in that area through qualified community-based development organizations.
  - Similarly, the **CoC** and **HOPWA** programs directly fund supportive services to complement the provision of housing assistance to program participants, as described for HOPWA at 24 CFR 574.300(b)(7), for the **Emergency Shelter Grants (ESG) Program** at 24 CFR 576.21, for **Shelter Plus Care** at 24 CFR 582.110, and for the **Supportive Housing Program (SHP)** at 24 CFR 583.120. The Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009 amends and reauthorizes the McKinney-Vento Homeless Assistance Act, and regulations related to the HEARTH Act should be consulted, when available, for guidance on funding service delivery in what will be the Continuum of Care Program (a consolidation of the Supportive Housing Program, Shelter Plus Care, and Moderate Rehabilitation/Single Room Occupancy programs) and the Emergency Solutions Grants Program (formerly the Emergency Shelter Grants program).
- d. Funding from Non-Profit Partners.** Many PHAs and grantees have established grant-writing partnerships that enable a non-profit partner to apply for a grant with the support of the HUD-funded agency. The non-profit partner, in return, commits to serving HUD-assisted residents with the grant funds. Many PHAs and grantees have either assisted their resident associations to become 501(c)(3) non-profits or have established their own non-profit affiliate. For more information on non-profit affiliates, see PIH Notice 2010-30.

Other PHAs and grantees have established partnerships with local community foundations that support specific efforts of the housing grantee. For instance, one such effort provides funding for books, materials, uniforms and tools for HUD-assisted residents engaged in self-sufficiency activities that have led them to educational or employment opportunities for which they need a little extra help to get started. One PHA engaged a local “Women in Business” association that helped to provide dental care and business clothing for female public housing residents that needed the extra readiness and self-esteem to engage in employment and move toward self-sufficiency. Yet another has a relationship with a local organization that repairs cars and sells them at below-market price or gives them to residents who are working and engaged in the PHA’s Family Self-Sufficiency program. Remember to thank your non-profit partners: Invite them to your program graduations and celebrations, feature them in your newsletters, and so forth. There is nothing better to keep a partner coming back than for them to see the results of their generosity.

- 8. Further Information.** As shown in the previous sections, there are almost limitless opportunities for federal, state, and local collaboration to use housing as a platform for

improving residents' quality of life. Moving forward, it is critical that we consider the tremendous impact such partnerships can have on the well-being of the individuals and families we serve. As a grantee, when you are undertaking strategic partnerships to use housing as a platform for improving quality of life, we encourage you to consider how your work could be duplicated to encourage system-wide change. If shared broadly, the important lessons you learn from such partnerships could help to ensure the institutionalization of innovative relationships that creatively use housing as a platform. For further information related to this notice, please contact your local field office or Anice Schervish Chenault, Community and Supportive Services Division, Office of Public Housing Investments, at (202) 402-2341 or [anice.s.chenault@hud.gov](mailto:anice.s.chenault@hud.gov).

\_\_\_\_\_/s/\_\_\_\_\_  
Sandra B. Henriquez  
Assistant Secretary for Public and Indian  
Housing

\_\_\_\_\_/s/\_\_\_\_\_  
Mercedes Márquez  
Assistant Secretary for Community Planning  
and Development

**MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY  
OF THE CITY OF XYZ AND \_\_\_\_\_**

This Memorandum of Understanding (“MOU”) is hereby made and entered into this \_\_\_\_ day of \_\_\_\_ 2010 by and between the HOUSING AUTHORITY OF THE CITY OF XYZ (hereinafter referred to as “HAXYZ”), and \_\_\_\_\_ (hereinafter referred to as “the Contractor”).

**I. PURPOSE**

The purpose of this MOU is to define the roles and responsibilities of HAXYZ and the Contractor with regard to Case Management and Supportive Services for Housing Opportunities for Persons with AIDS/HIV (HOPWA) tenant-based rental assistance (TBRA) and ‘Connections’ applicants and participants. Case Management and Supportive Services include, but are not limited to, physical and mental assessment, counseling, referrals, and assistance in housing search and fulfilling HAXYZ program requirements.

**B. SERVICES AND DUTIES**

Contractor shall provide the following Case Management and Supportive Services for a minimum of twenty (20) low-income persons and/or families living with HIV/AIDS for HAXYZ.

1. The Contractor shall focus their Case Management Services on the assessment and lease-up of applicants into the HOPWA TBRA and ‘Connections’ Program, with personal information maintained in a confidential manner.
2. The Contractor shall focus their Case Management Services on participants already living in permanent housing that need follow-up mental health and substance abuse services and referrals to assist clients maintain their housing.
3. Appropriate supportive services include, but are not limited to, the following: physical and mental health assessment; life skills training, housing search assistance; fulfilling HAXYZ program requirements, alcohol and substance abuse treatment and counseling; day care; nutritional services; intensive care when required; and assistance in gaining access to local, state and federal government benefits and services and a variety of other support services to households of disabled persons with HIV/AIDS or related diseases within HAXYZ jurisdiction which results in stable subsidized housing in a residential neighborhood of the participants’ choice.
4. Accept referrals from HAXYZ for applicants and participants already living in permanent housing units with HOPWA TBRA and Connection assistance that need follow-up service, assessments and appropriate referrals to maintain their housing.
5. Assist only applicants who appear eligible for the HOPWA Program in terms of HIV/AIDS Diagnosis and Income Verification.

6. Conduct accurate assessments of clients to determine the Case Management and Supportive Services needed to maintain independent living.
7. Assist clients in accurately completing intake and verification forms made available by HAXYZ.
8. Accurately explain the rental subsidy program to applicants and property owners.
9. Assist applicants in housing search process.
10. Required attendance of appropriate staff at HAXYZ meetings, training sessions and all certificate briefing sessions.
11. Maintain accurate records and data of program participants and make those records available to HAXYZ.
12. Housing Case Management Services, as appropriate, will include but not be limited to:
  - a) Advocacy
  - b) Counseling
  - c) Tenant Education
  - d) Money Management
  - e) Employment and job training referrals
  - f) Crisis intervention
  - g) Child care referrals
  - h) Children's services
  - i) Health service referrals
  - j). Mental health counseling
  - k).Facilitate owner-tenant problem solving
  - l) Legal services
  - m)Substance abuse
13. Continue Housing Case Management follow-up services for six (6) months after execution of the HOPWA TBRA or "Connections" Contract, including at least three (3) Home Visits documented on the Home Visit and continued Supportive Services Report.
14. Provide a quarterly HOPWA TBRA or "Connections" Program Overview, Home Visit and Continued Supportive Services report on a quarterly basis.
15. Provide oversight on staff capacity by conducting annual self check-ups assessing the knowledge, skills, and abilities needed to carry out activities and identifying any existing training needs associated with effective and efficient service delivery, and accountable management of grant administration and reporting.

### **C. RELATIONSHIP OF PARTIES**

The relationship between HAXYZ and the Contractor under this MOU shall not be construed as a joint venture, equity venture, or partnership. Neither HAXYZ nor the Contractor shall

undertake or assume any responsibility or duty of the other or any third party with respect to this MOU. Except as HAXYZ and the Contractor may specify in writing, neither shall have authority to act as an agent of the other or to bind the other to any obligation.

#### **D. ASSIGNMENT AND ASSUMPTION**

HAXYZ and the Contractor shall not assign any of its interests or obligations under this MOU to any other party, without the prior written consent of the other.

#### **E. EFFECTIVE DATE**

This MOU is executed as of the date of the last signature below (the "Effective Date") and shall remain effective through March 31, 2011, at which time it shall expire unless extended by a written instrument executed by both parties.

#### **F. TERMINATION**

During the term of this MOU, HAXYZ or the Contractor may terminate this MOU upon five (5) days' prior written notice (the "Notice of Termination.") The Notice of Termination shall specify the date upon which such termination becomes effective.

#### **G. COMPENSATION**

There will be no compensation to the Contractor from the HAXYZ for the services delineated in this Agreement. The Contractor agrees to provide the services required as described in this Agreement. The Contractor has a contract with the City of XYZ Housing Department (XYZHD) HOPWA Program to provide Housing Case Management services to eligible clients.

In consideration for the services to be provided by the Contractor pursuant to this Contract, HAXYZ shall make available rental Housing Assistance Payments (HAP) to landlords for units occupied by eligible persons in accordance with the terms and conditions described in the Housing Opportunities for Persons with AIDS (HOPWA) Tenant Based Rental Assistance and "Connections" Contracts with the City of XYZ.

#### **H. INDEMNIFICATION**

1. Except for the sole negligence or sole willful misconduct of HAXYZ, its board or any of its officers, agents, employees, servants, assigns and successors in interest, the Contractor undertakes and agrees to defend (with counsel acceptable to HAXYZ), indemnify and hold harmless HAXYZ, its Board and any of its officers, agents, employees servants, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising at any time during or after the term of this Agreement as a result (directly or indirectly) of or in connection with this Agreement or the use of the Premises by the Contractor, its agents, employees or its subcontractors of any tier, including suits, causes of action, claims, losses, demands and expenses relating to the condition of the Premises. The provisions of this paragraph shall survive the termination of this Agreement.

2. HAXYZ does not, and shall not waive any rights that it may have against the Contractor by reason of the acceptance by HAXYZ, or the deposit with the HAXYZ, of any insurance policies or endorsements required pursuant to this Agreement. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

**I. MODIFICATION**

Modifications of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed.

**J. Nondiscrimination Requirements**

The parties to this MOU shall comply with all federal nondiscrimination requirements set forth in 24 CFR 5.105(a) and any other federal, state, or local nondiscrimination requirements, as applicable.

**K. PRINCIPAL CONTACTS**

The principal contacts for this MOU are:

For HAXYZ: Director of Section 8  
Housing Authority of the City of XYZ  
12345 Any Town St.  
XYZ, Any State 00000  
Telephone: (XXX) XXX-XXXX

For (Agency): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the last written date below.

**Approved as to form:** **HOUSING AUTHORITY OF THE**  
**City Attorney** **City of XYZ:**

By \_\_\_\_\_ By \_\_\_\_\_  
Deputy City Attorney President and CEO

Date \_\_\_\_\_ Date \_\_\_\_\_

General Counsel for the Housing Authority  
of the City of XYZ

**(AGENCY)** \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE MEMORANDUM OF UNDERSTANDING- FAMILY UNIFICATION PROGRAM**

**\*\* This sample demonstrates the MOU requirements listed in Section III.C.1.b.5 of the 2010 FUP NOFA\*\***

*This Memorandum of Understanding (MOU) has been created and entered into on [\*\*insert execution date, which must be between the date the 2010 FUP NOFA is published and the application deadline date under the 2010 FUP NOFA\*\*] by and between the following parties in relation to their application for HUD FY 2010 Family Unification funding*

[PHA Name and Address]

[PCWA Name and Address]

[PCWA Contractor organization Name and Address]

[\*\*include only if the PCWA has contracted out its functions to another organization under applicable state law\*\*]

**I. Introduction and Goals**

**II. Past Experience (required)**

Include statements describing the following experiences of the PHA and PCWA:

1. PCWA’s past experience administering a similar program(s):
  - The number of years the PCWA has administered a similar program(s);
  - A brief description of the similarity of this program(s) to FUP;
  - Provide additional information that further demonstrates the PCWA’s past experience (optional)
2. Past PCWA and PHA cooperation in administering a similar program(s):
  - The number of years that the PCWA and PHA have cooperated in administering a similar program(s);
  - A brief description of the similarity of this program(s) to FUP;
  - Additional information that further demonstrates PCWA and PHA cooperation in administering a similar program(s) (optional)

**III. PHA and PCWA staff positions for FUP liaison (required)**

Identify staff positions at both the PHA and the PCWA who will serve as the lead FUP liaisons. These positions will be responsible for the transmission and acceptance of FUP referrals. Applicant may specify any additional responsibilities of the FUP liaison in this section.

Name and title of PHA staff position:

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Name and title of PCWA staff position:

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IV. Statement of cooperation (required)

The PHA and PCWA agree to cooperate with HUD and provide requested data to HUD or a HUD-approved contractor delegated the responsibility of program evaluation.

V. Housing search assistance the PCWA will provide to families and youths (required)

Include a detailed description of the assistance the PCWA will provide to families and youths in locating housing units and working with landlords to secure appropriate eligible units.

VI. Services to be provided to FUP-eligible youths (required- please note that PHAs may not choose to exclude FUP-eligible youth from their FUP program)

List any services to be provided to FUP-eligible youths by the PCWA or another agency/organization under agreement/contract with the PCWA to provide the services and resources. This list must include all of the following services, unless marked as optional:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.
6. Participation of FUP-eligible youths in the assessment and implementation of actions to address their needs, including the development of an individual case plan on each youth for services to be received and the youth's commitment to the plan (youth required to sign a service plan agreeing to attend counseling/training sessions and to take other actions as deemed appropriate to the youth's successful transition from foster care).
7. A statement that all of the above services will be provided for a period of at least 18 months
8. Any services beyond those listed above (optional)

VII. PHA Responsibilities (required)

Include a statement describing how the PHA will fulfill each of the following responsibilities:

1. Accept families and youths certified by the PCWA as eligible for the FUP. The PHA, upon receipt of the PCWA list of families and youths currently in the PCWA caseload, must compare the names with those of families and youths already on the PHA's HCV waiting list. Any family or youth on the PHA's HCV waiting list that matches with the PCWA's list must be assisted in order of their position on the waiting list in accordance with PHA admission policies. Any family or youth certified by the PCWA as eligible and not on the HCV waiting list must be placed on the waiting list. If the PHA has a closed HCV waiting list, it must reopen the waiting list to accept a FUP applicant family or youth who is not currently on the PHA's HCV waiting list;

2. Determine if any families with children, or youths age 18 through 21 on its HCV waiting list are living in temporary shelters or on the street and may qualify for the FUP, and refer such applicants to the PCWA;
3. Determine if families with children, or youths age 18 through 21 referred by the PCWA are eligible for HCV assistance and place eligible families/youths on the HCV waiting list;
4. If applying for rating criteria points, describe activities the PHA is committing to perform related to the following categories. These activities must be consistent with narratives submitted under Section V of the 2010 FUP NOFA.
  - b) Removing jurisdictional barriers to mobility (Section V.A.1.a of the 2010 FUP NOFA)
  - c) Owner participation in low-poverty census tracts (Section V.A.1.b of the 2010 FUP NOFA)
  - d) Mobility assistance (Section V.A.1.c of the 2010 FUP NOFA)–
    - 1) Housing search assistance in low-poverty census tracts
    - 2) Mobility assistance – Pre-move and post-move counseling
5. Amend the administrative plan in accordance with applicable program regulations and requirements, if needed;
6. Administer the vouchers in accordance with applicable program regulations and requirements;
7. Comply with the provisions of this MOU;
8. Upon notification that vouchers have been awarded, train PCWA staff on the PHA’s HCV procedures; and
9. Conduct regular meetings (at least quarterly) with the PCWA.

### VIII. PCWA Responsibilities (required)

Include a statement describing how the PCWA will fulfill each of the following responsibilities:

1. Establish and implement a system to identify FUP-eligible families and FUP-eligible youths within the agency’s caseload and to review referrals from the PHA;
2. Provide written certification to the PHA that a family qualifies as a FUP-eligible family, or that a youth qualifies as a FUP-eligible youth, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937, and the 2010 FUP NOFA;
3. Commit sufficient staff resources to ensure that eligible families and youths are identified and determined eligible in a timely manner. This commitment must include a process to ensure that the PCWA’s active caseload is reviewed at least once a month (when the PHA has FUP vouchers available), to identify FUP-eligible families and FUP-eligible youths, and refer them to the PHA. Additionally, the PCWA must be prepared to provide referrals to the PHA within 30 working days of receiving notification from the PHA about voucher availability;
4. Commit sufficient staff resources to provide follow-up supportive services after the youth leases a unit (see Section III.C.1.b.5.f of the 2010 FUP NOFA);
5. If applying for rating criteria points, describe activities the PCWA is committing to perform related to the following categories. These activities must be consistent with narratives submitted under Section V of the 2010 FUP NOFA.
  - a) Mobility assistance (Section V.A.1.c of the 2010 FUP NOFA) –

- 1) Housing search assistance in low-poverty census tracts
- 2) Mobility assistance – Pre-move and post-move counseling
- b) FUP-eligible youths no longer in PCWA caseload (Section V.A.2.a of the 2010 FUP NOFA)
- c) Case management to FUP families (Section V.A.2.b of the 2010 FUP NOFA)
- d) Cash assistance (Section V.A.2.c of the 2010 FUP NOFA)
- 6. Comply with the provisions of this MOU;
- 7. Upon notification that vouchers have been awarded, train PHA staff on the PCWA’s referral procedures; and
- 8. Conduct regular meetings (at least quarterly) with the PHA.

Signed By:

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Executive Director, PHA	Date
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Executive Director, PCWA	Date
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Executive Director, PCWA Contractor organization (if applicable)	Date
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**\*\*Please note that the execution date must be between the date the 2010 FUP NOFA is published and the application deadline date under the 2010 FUP NOFA\*\***

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE HOUSING AUTHORITY OF XYZ CITY  
AND  
THE XYZ CITY  
DEPARTMENT OF SOCIAL SERVICES  
FOR COOPERATION REGARDING  
ECONOMIC SELF-SUFFICIENCY PROGRAM PARTICIPANTS**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE HOUSING AUTHORITY OF XYZ CITY**  
**AND**  
**THE XYZ CITY**  
**DEPARTMENT OF SOCIAL SERVICES**  
**FOR COOPERATION REGARDING**  
**ECONOMIC SELF-SUFFICIENCY PROGRAM PARTICIPANTS**

This Memorandum of Understanding, hereinafter referred to as “MOU,” is made between the Housing Authority of XYZ City, a governmental entity corporation hereinafter referred to as the ‘HAXYZ,’ and the XYZ City Department of Social Services, an organization hereinafter referred to as the ‘XYZ DSS.’ The parties hereto agree as follows:

**WHEREAS**, the Quality Housing and Work Responsibility Act of 1998 (hereinafter referred to as “QHWRA,”) envisions that the HAXYZ and the XYZ DSS will target services to families who receive housing assistance, and will work together to help these families to become self-sufficient;

**WHEREAS**, the HAXYZ and the XYZ DSS recognize the significant overlap in the population receiving welfare assistance and living in public housing or receiving Section 8 tenant-based assistance;

**WHEREAS**, the HAXYZ and XYZ DSS recognize that these families have the potential to succeed and become economically self-sufficient where adequate supportive services are provided;

**WHEREAS**, the HAXYZ and the XYZ DSS recognize that coordinated administrative practices support participant self-sufficiency and it is in the best interest of all parties concerned to coordinate efforts aimed at jointly assisting these families in becoming economically self-sufficient so that efforts are not duplicated and so that the strengths of both the HAXYZ and the XYZ DSS can be used to benefit all families; and

**WHEREAS**, the HAXYZ and the XYZ DSS recognize the need for a streamlined process to collect, verify and provide information as necessary to either party in a timely manner to ensure efficient delivery of service, and to detect and deter participant fraud and program noncompliance;

Therefore be it resolved that the parties agree to the following:

## PURPOSE OF MEMORANDUM OF UNDERSTANDING (MOU)

The purpose of this MOU is to carry out, on a local level, Sec. 512(d)(7) of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) (implemented at 24CFR 5.613). That section states, in relevant part, the following:

*“A public housing agency...shall make its best efforts to enter into such cooperation agreements, with State, local, and other agencies providing...welfare or public assistance ...,as may be necessary, to provide for such agencies to transfer ...information to facilitate administration (of their program requirements) and other information regarding rents, income, and assistance that may assist a public housing agency or welfare or public assistance agency in carrying out its functions:*

*“A public housing agency shall seek to include in a cooperation agreement... requirements and provisions designed to target assistance under welfare and public assistance programs to families residing in public housing projects and families receiving tenant-based assistance under Section 8, which may include providing for economic self-sufficiency services within such housing, and providing for services designed to meet the unique employment-related needs of residents of such housing and recipients of such assistance.”*

This MOU carries out this provision by identifying common goals and purposes of both the HAXYZ and the XYZ DSS that support the economic self-sufficiency efforts of low-income families receiving welfare assistance and living in public housing or receiving Section 8 tenant-based assistance. The HAXYZ and the XYZ DSS agree to the following goals:

- (i) *Targeting services and resources to families to assist them in achieving economic self-sufficiency;*
- (ii) *Coordinating and streamlining the administrative functions to ensure the efficient delivery of services to families; and*
- (iii) *Reducing and discouraging fraud and noncompliance with welfare and housing program requirements.*

### **A. TARGETING SERVICES AND RESOURCES**

Sec. 512(d)(7)(B) of the QHWRA and 24 CFR 5.613 state that housing authorities and local welfare agencies should enter into cooperative agreements, which include provisions, designed to target assistance and services to families receiving federal housing assistance. The HAXYZ and the XYZ DSS agree to carry out this provision through targeting services and resources to programs that support the economic self-sufficiency of low-income families receiving welfare assistance and living in public housing or receiving Section 8 tenant-based assistance.

#### **1. XYZ DSS OBLIGATIONS.**

Pursuant to this commitment made by the XYZ DSS and the HAXYZ, the following commitments and responsibilities will be provided by the XYZ DSS:

- a. The XYZ DSS will arrange for childcare for families receiving welfare and living in public housing or receiving Section 8 tenant-based assistance during their participation in approved employment and training related activities. Childcare will be provided for families who participate in work-related activities a minimum of 30 hours per week.

- b. The XYZ DSS will provide or arrange for employment related workshops/job training for families receiving welfare and living in public housing or receiving Section 8 assistance.

## 2. HAXYZ OBLIGATIONS.

Pursuant to the commitment made by the XYZ DSS and the HAXYZ, the following commitments and responsibilities will be provided by the HAXYZ:

- a. The HAXYZ will send notification to all public housing residents of available services provided by the HAXYZ and the XYZ DSS to ensure that families are receiving appropriate services.
- b. The HAXYZ will provide meeting space for employment related workshops and/or services provided by the XYZ DSS for families receiving welfare and living in public housing or receiving Section 8 assistance.
- c. The HAXYZ will offer families receiving welfare assistance and living in public housing or receiving Section 8 assistance an opportunity to participate in the Family Self-Sufficiency (FSS) program as space in the program permits.

## B. COORDINATING DELIVERY OF ASSISTANCE AND SERVICES

The XYZ DSS and the HAXYZ will coordinate and streamline the delivery of services to joint recipients of assistance. This will include coordination of resources and program activities, identification of eligible participants and coordination of verification of information to determine program eligibility and automated sharing of information.

### 1. JOINT OBLIGATIONS.

Pursuant to the commitment made by the XYZ DSS and the HAXYZ, both the XYZ DSS and the HAXYZ will provide the following commitments and responsibilities:

- a. The HAXYZ and the XYZ DSS will develop and implement a joint process of referrals for families receiving welfare or living in public housing or receiving Section 8 tenant-based assistance to facilitate admission to XYZ DSS or HAXYZ programs.
- b. The HAXYZ and the XYZ DSS will meet regularly to: a) identify areas of coordination to avoid duplication of service delivery and; b) ways to combine or maximize scarce resources. The parties will also discuss the process regarding coordinating the automated sharing of information.
- c. Target Supportive Services. The XYZ DSS and the HAXYZ will implement a jointly-developed process for verification by each party, and the sharing of information, for all families jointly served by both agencies in order to determine if a family in public housing or receiving Section 8 assistance is receiving welfare benefits/assistance. This will be done so that supportive services can be targeted as provided by this agreement. Should any such family be placed on notice to vacate status due to material violations of their public housing lease – **except for violations for drug-related or other criminal activity** – the XYZ DSS and the HAXYZ may provide assistance such as budgeting; housekeeping skills and parenting skills, to help the family remain in occupancy.

- d. Provide Welfare to Work Incentives. XYZ DSS and HAXYZ will implement a jointly-developed process for verification by each party, and the sharing of information, for all families jointly served by the both agencies in order to determine if a family in public housing is eligible for a “disallowance of earned income from rent determination” because of an increase in income due to employment during the 12-month period beginning on the date on which the employment began and a phase-in of fifty percent of the total rent increase for the next 12-month period. Pursuant to QHWRA, Sec. 508 (d) the eligible family must:
- (i) Occupy a dwelling unit in HAXYZ’s public housing program or receive assistance under Section 8; AND
  - (ii) Either:
    - (A) Have experienced an increase in income as a result of employment of a member of the family who was previously unemployed for one or more years;
    - (B) Have experienced an increase in income during participation of a family member in any family self-sufficiency or other job training program; OR
    - (C) Have or has, within six months, been assisted under any State program for temporary assistance for needy families under part A of title IV of the Social Security Act and whose earned income increases.
- e. Encourage Welfare Compliance. The XYZ DSS and the HAXYZ will implement a jointly- developed process for verification by each party, and the sharing of information, for all families jointly served by both agencies in order to determine if a family in public housing or receiving Section 8 assistance that had a decrease in income may be eligible to have their rent decreased. The XYZ DSS will ensure that the HAXYZ has information whether the family’s welfare benefits/assistance has been reduced or terminated and if this reduction or termination was due to fraud or noncompliance with an economic self-sufficiency program or work activity requirement as provided in Sec. 512 (d)(2)(A) and (3) of QWHRA and the regulations promulgated there under — not including any reduction or termination of benefits at expiration of a lifetime or other time limit on the payment of welfare benefits.
- f. Determining Exemptions from Public Housing Community Service Requirements. In the event the HAXYZ shall be required to implement and enforce the requirements for community service activities in non-HOPE VI public housing developments, the XYZ DSS and the HAXYZ will implement a jointly-developed process for verification by each party, and the sharing of information, for all families jointly served by both agencies in order to determine if adult members of a family in public housing are exempt from community service because they are:
- (1) Engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act [42 U.S.C. 607 (d)], as in effect on and after July 1, 1997, or as amended;
  - (2) Engaged in a work activity under the State program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601, et seq.) or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or,

- (3) Receiving assistance under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) or under any other welfare program, and has not been found by the State or other administering entity to be in noncompliance with such program.
- (4) The XYZ DSS and the HAXYZ will implement a jointly-developed process for timely verification, including a written verification form, to ensure that both agencies can release relevant information to either party regarding all areas stated above. This process will include joint definition of terms used in verification and will take into account all applicable privacy considerations.

**C. COMPLIANCE WITH WELFARE AND HOUSING PROGRAM REQUIREMENTS**

QHWRA requires the HAXYZ to obtain and verify information regarding families living in public housing or receiving Section 8 tenant-based assistance from welfare agencies for various specific purposes described below. To carry out these purposes, the HAXYZ and the XYZ DSS will work together to streamline and develop joint mechanisms to verify participant income and other information used to determine program eligibility and program compliance. The HAXYZ and the XYZ DSS will develop and define joint processes to address participant noncompliance, sanctioning of benefits, and any participant appeals processes.

The HAXYZ and XYZ DSS shall comply with all federal nondiscrimination requirements set forth in 24 CFR 5.105(a) and any other federal, state, or local nondiscrimination requirements, as applicable.

**D. CONFIDENTIALITY**

The parties agree that the information and data shared will only be used (i) in a manner consistent with the terms of this MOU, (ii) to accomplish the purposes of this MOU, and (iii) in compliance with all applicable laws and regulations, including Maryland Annotated Code, Art. 88A §6 and COMAR 07.01.07. The parties agree that the information and data shared will be restricted to their respective employees whose job duties require access to the information and data. The parties agree that the information and data shall not be disclosed to any persons outside of the parties to, or requirements of, this MOU, unless required by court order or applicable law.

**E. AMENDMENT** This MOU may be amended only in a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date and year first above written..

**WITNESS OR ATTEST:**

**HOUSING AUTHORITY OF XYZ CITY**

\_\_\_\_\_

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

Date

**WITNESS OR ATTEST:**

**XYZ CITY DEPARTMENT OF SOCIAL SERVICES**

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

**Date**

**Approved As to Form and Legal Sufficiency:**

**By:**

\_\_\_\_\_

**Office of Legal Affairs**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HOUSING AUTHORITY OF XYZ CITY  
AND  
STATE UNIVERSITY SCHOOL OF NURSING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** made this XX day of January 20XX, by and between The Housing Authority of XYZ City (“**HAXYZ**”), a public body corporate and politic, located at XXX E. Street, XYZ, Any State 00000 and the State of ABCDE (“**State**”), acting by and through the State University/School of Nursing (“**State University**”), located at XXXX Avenue, XYZ, Any State 00000.

**WHEREAS**, HAXYZ receives funding from the United States Department of Housing and Urban Development (“**HUD**”) for the administration of public housing programs; and

**WHEREAS**, HAXYZ is the owner and operator of public housing developments; and

**WHEREAS**, State University is engaged in the education of students in the field of nursing; and

**WHEREAS**, State University strives for completeness of curriculum and the development of the professional competence of its students by giving its students an opportunity for practical and clinical experience with patients in the field; and

**WHEREAS**, HAXYZ agrees to allow approved State University nursing students to gain clinical experience by providing healthcare as described herein to consenting HAXYZ public housing residents (the “**Program**”); and

**WHEREAS**, HAXYZ residents will benefit by receiving healthcare from the Program; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements stated herein, the parties agree as follow:

**I. JOINT RESPONSIBILITIES**

- A. HAXYZ and State University shall designate representatives in writing upon execution of this MOU.
- B. HAXYZ and State University representatives (“**the Parties**”) shall plan the Program.
- C. The Parties shall determine by a separate mutual agreement the number and types of students participating in the Program and their respective schedules.
- D. The Parties shall be responsible for student evaluations, although State University shall have final determination of students’ grades.

**II. STATE UNIVERSITY’S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS**

State University shall:

- A. Provide healthcare to HAXYZ residents participating in the Program. A checklist of skills to be performed by students will be submitted to HAXYZ for review and approval before each clinical rotation, consistent with the goals and objectives submitted pursuant to Section II. D. The checklist for the first clinical rotation is attached hereto as Exhibit A.
- B. Assume full responsibility for continuing compliance with the educational standards of the appropriate accreditation bodies as well as the planning and execution of the Program, including programming, administration, curriculum content, faculty appointments, faculty administration, requirements for matriculation, preparation of students for the clinical phase of their education, promotion, graduation, and awarding degrees.
- C. Select students and faculty to participate in the Program.
- D. Prior to the start of the students’ clinical experience, provide to HAXYZ course goals and objectives and a syllabus for the Program.
- E. Prior to the start of the students’ clinical experience, provide HAXYZ information including but not limited to: student and faculty names; dates and hours of assignment; required health reports and certification information.
- F. Provide adequate faculty from the State School of Nursing, who shall be responsible for the instruction and appropriate level of supervision of each student participating in the Program. HAXYZ expressly understands and accepts that such faculty will not be physically present during the students’ clinical participation in the Program.
- G. Designate a Clinical Coordinator as its representative and liaison with HAXYZ.
- H. Inform its students that they are responsible for their own transportation.
- I. Provide that students and faculty involved in the Program are covered by professional liability insurance for claims and judgments arising out of their activities in the Program in the minimum amount of one million dollars (\$1,000,000) per medical incident and three million dollars (\$3,000,000) in the aggregate. HAXYZ expressly agrees and understands that the professional liability insurance for State University Nursing School Faculty is limited to coverage for “claims arising out of the supervision/instruction of the student’s curriculum.” State University shall submit to HAXYZ proof of such insurance upon request of HAXYZ. Faculty activities that are part of their duties as employees, both supervisory and patient care, are also covered under the State Tort Claims Act (“STCA”).
- J. Assure that any written material prepared by the students or faculty as a result of their participation in

the Program will not be released for publication or for any other reason without prior written approval of HAXYZ and such approval shall not unreasonably be denied.

- K. Assume full responsibility for educating State University faculty and students regarding the confidentiality of patient records and the confidential information contained therein.
- L. Warrant that State University students are qualified to perform necessary duties as described herein.
- M. Observe the autonomy of HAXYZ at all times, with regard to rules, regulations, policies, and procedures established for HAXYZ's operation of its facilities.
- N. Warrant that each student assigned to the care for patients shall have a documented complete physical examination showing general good physical health. State University also agrees that faculty and students have documented proof of immunization to tetanus, rubeola, and rubella and are free from tuberculosis evidenced either by a PPD or chest X-Ray. A list of students' names, indicating that documentation of their physical examination, immunization records, and PPD or chest X-Ray have been reviewed by State University shall be submitted to HAXYZ prior to beginning of the clinical Program.
- O. Inform each student and faculty member in writing of the risk of Hepatitis B and require each student and faculty member to provide proof of vaccination or a signed declaration which will be kept on file at State University.
- P. Educate students on the policies and procedures governing student exposure to tuberculosis and patient blood and/or fluids and direct students to the applicable policies and procedures.
- Q. Verify that all students and faculty hold CPR certifications in Basic Cardiac Life Support effective through the academic year.
- R. Enforce a mutually agreed upon dress code for student participants.
- S. Assume full responsibility for the medical services provided to patient participants and patient care.

### **III. HAXYZ'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS**

- A. Include State University students participating in the Program in meetings and discussions as determined by HAXYZ, to supplement the students' successful completion of the Program.
- B. Notify the State University Clinical Coordinator of any situation or problem, which may threaten any student's successful completion of the Program.
- C. Not use a State University student in lieu of a professional or nonprofessional HAXYZ employee.
- D. Designate a Program Coordinator to act as its representative and liaison with State University.

- E. Have the right to terminate any student or faculty member from the Program whose health or performance is a detriment to a patient's well-being or the achievement of the objectives of this MOU. HAXYZ agrees to make a good faith effort to provide joint discussion prior to terminating a Program student or faculty member, however, HAXYZ reserves the right to decide to immediately terminate a Program student or faculty member.
- F. Provide classroom, conference, and office space for the Program deemed adequate and within the limitations as determined by HAXYZ.
- G. Observe the autonomy of State University at all times, with regard to State University's policies and procedures established for the education of its nursing students.
- H. If any Nursing Student is exposed to body fluids, as defined in Health-General Article, Annotated Code of State ABC, Section 12-345.6 ("the Section"), during a clinical Program experience, HAXYZ will allow the exposed nursing student, as a health care provider, to request patient testing under the conditions set forth in the Section. HAXYZ's Program Coordinator will promptly notify the Dean of the School of Nursing at State University of a body fluid exposure of any nursing student and will work with State University to provide follow-up information as needed for the exposed nursing student's health care plan.
- I. At all times during the term of this MOU, HAXYZ shall carry and maintain at its own expense comprehensive general liability insurance, against any liability arising out of the acts or omissions of HAXYZ, its officers, employees, agents, and invitees to afford protection with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury, death, or property damage. The company or companies writing the insurance which HAXYZ is required to carry and maintain or cause to be carried or maintained pursuant to this MOU shall be licensed to do business in the State of ABC. ABC shall provide State University with prompt written notice of expiration, cancellation, or non-renewal of the above insurance coverage.
- J. At no time during the term of this MOU, shall HAXYZ be responsible or liable for the medical services provided to patient participants.

**IV. TERM**

This MOU shall commence on January 1, 2008 and shall terminate on January 1, 2012, unless terminated prior there to in accordance with the terms set forth herein.

**V. TERMINATION**

Either party may terminate this MOU for cause or convenience, with a minimum of thirty (30) days written notice to the other party.

**VI. NON-DISCRIMINATION**

Both parties to this MOU shall comply with all federal nondiscrimination requirements set forth in 24 CFR 5.105(a) and any other federal, state, or local nondiscrimination requirements, as applicable.

**VII. GENERAL CONDITIONS**

- A. This MOU shall be governed and construed in accordance with the laws of the State of Maryland

and shall be made in the State of ABC. Any action in connection with this MOU shall be brought only in the courts of the State of ABC or in the Federal District Court for the District of ABC, after all applicable administrative remedies have been exhausted.

- B. This MOU contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This MOU is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, and undertakings between them.
- C. Nothing contained in this MOU shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship between State University, the State, or the University System of State ABC and HAXYZ as principal and agent.
- D. Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the following persons and addresses.

For State University:

For Housing Authority of XYZ City:

Dean, School of Nursing

Associate Deputy Director

School of Nursing

Resident Services

- E. Since each party is responsible for its own actions and omissions under this MOU neither party shall hold the other party liable with respect to any matter not arising from the other party's actions or omissions.
- F. It is understood and agreed that the parties hereto may revise or modify this MOU by written amendments whenever the same shall be agreed upon by both parties.
- G. It is agreed and understood that faculty members are State personnel as that is defined in the State Code State Government Article, Section 12-101 and that students and faculty members are not employees of HAXYZ, for any purpose and will not be reimbursed by the HAXYZ for rendering services to patients.
- H. It is agreed by the parties that representatives and students of State University participating in the Program are not employees of HAXYZ and are not entitled to any of the rights, privileges or benefits of employees of the HAXYZ. Nothing in this MOU shall be constructed so as to find that representatives or students of State University are employees of the HAXYZ.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be signed in their respective names by their respective duly authorized officers, on the day and year herein written.

**Housing Authority of XYZ City**

**State University School of Nursing**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Deputy Executive Director

President

Housing Authority of XYZ City

State University

**MEMORANDUM OF AGREEMENT  
ABC HOUSING AUTHORITY AND  
XYZ CIVIC ASSOCIATION  
JOB TRAINING PROGRAM  
ABC JOB NO, 0636-01**

This MEMORANDUM OF AGREEMENT (the "Agreement") dated as of this day of , 2011, by and between the ABC HOUSING AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the General Laws of the State of \_\_\_\_\_ and Chapter XX of the Acts of XXXX, with its principal office located at 123 Anywhere Street, City of \_\_\_\_\_, State of \_\_\_\_\_ XXXXX (the "ABC"), and XYZ CIVIC ASSOCIATION, INC., a State of not-forprofit corporation organized and existing under M.G.L. Chapter 180, with its principal office located at 87 Tyler Street, 5<sup>th</sup> Floor, ABC, Massachusetts 02111 (the "Contractor").

RECITALS

WHEREAS, the ABC is a public housing authority that provides housing to numerous low-income residents in public housing and through Section 8 leased housing vouchers ("ABC Residents");

WHEREAS, ABC Housing Authority and its contractors and sub-contractors must ensure that, to the greatest extent feasible, employment, training, and contracting opportunities generated by HUD assistance are directed to low and very low-income persons, particularly ABC residents and other recipients of government-assisted housing (Section 3 of the HUD Act of 1968, as amended, and the Section 3 Regulations at 24 CFR Part 135 (collectively, "Section 3")); and

WHEREAS, the Contractor runs a Building Energy Efficient Maintenance Skills job training program ("BEEMS"), which is a 22-week training program designed to train "green-collar" building maintenance and weatherization workers; and

WHEREAS, the ABC and the Contractor desire to work together to recruit up to 12 ABC Residents and other low/very low income individuals eligible for Section 3 training and employment ("Section 3 Participants") as candidates for enrollment in BEEMS and to place at least 5 successful graduates of BEEMS into employment at the ABC as Contract Janitor Groundskeeper with a starting salary of \$10.48 per hour,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Term and Renewal. The initial term of this Agreement shall commence on April 1, 2011 and shall automatically terminate and expire on October 31, 2012 (the "Initial Term").

Within thirty (60) days of the expiration of the Initial Term or any renewal term thereafter, the parties may extend this Agreement for an additional twelve (12) month term (each, a "Renewal Term") by written agreement between the parties specifically referencing this Agreement or any subsequent renewal thereof.

2 Scope of Services. Contractor shall provide ABC with the following services (the "Services"):

(a) Enroll and train in BEEMS up to twelve (12) Section 3 Participants during the Initial Term. In the initial enrollment, the Contractor will enroll and train five Section 3 Participants, at least three of whom shall be ABC Residents. In subsequent enrollments, there will be an additional seven slots for which Section 3 Participants will be granted first priority. These subsequent enrollments are contingent on employer hiring commitments, either at ABC, ABC-affiliated maintenance contractors, or other AACA employer partners.

(b) Work closely with ABC staff to engage in outreach and recruitment activities of Section 3 Participants, with a focus on ABC Residents, for enrollment in BEEMS. This may include, but is not limited to, participation in career fairs, posting flyers, and giving presentations at development sites and community centers.

(c) Assess, interview, and select appropriate candidates from the Section 3 Participants for BEEMS.

(d) Provide training through BEEMS, which includes 17 weeks of technical and soft skills training and 5 weeks of internship.

(e) Provide case management services, and when necessary, coordinate case management services with ABC case managers.

(f) Work closely with ABC staff to facilitate screening, matching, and placement of successful BEEMS graduates into maintenance-related positions at ABC and elsewhere.

(g) Provide two years of post-placement retention services to BEEMS graduates to help ensure job retention and career growth.

(h) upon the written request of ABC, to the extent legally permissible under the terms, conditions, and funding stipulations of any applicable rule, law, administrative procedure, or grant, and as promptly as practicable, provide ABC with compiled information with respect to ABC Residents participating in BEEMS (including without limitation, statistics on placements, attendance, and assessments).

3 ABC Responsibilities. ABC shall:

(a) Work closely with the Contractor's recruitment coordinator to outreach and recruit Section 3 Participants, with a focus on ABC Residents, for enrollment in BEEMS.

This may include, but is not limited to, arranging meetings and presentations with resident services staff and tenant organizations and distributing flyers and other marketing materials.

(b) Notify the Contractor of upcoming Contract Janitor Groundskeeper job openings (not required to be filled pursuant to the Collective Bargaining Agreement between the Labor's Local Union #367 and ABC) and work closely with the Contractor's employment specialist to screen, match, and place successful BEEMS graduates into Contract Janitor Groundskeeper positions within ABC.

(c) Hire, at a minimum, five Section 3 Participants who are BEEMS graduates (at least three of whom shall be ABC Residents) into employment as Contract Janitor Groundskeeper with a starting salary of \$10.48 per hour. The hiring of BEEMS graduates is contingent upon the training schedule proceeding as outlined above.

(d) Work with the Contractor's staff to encourage additional employers, such as private management companies, particularly private management companies under contract with the ABC, to hire Section 3 Participants who are BEEMS graduates.

(e) When necessary, work with the Contractor's Case Manager to provide limited assistance in case management services to ABC Residents who are enrolled in BEEMS to ensure successful completion of BEEMS.

4. Reserved.

5. Reserved

6. Termination. This Agreement may be terminated in any of the following ways: (a) by mutual agreement of the parties; (b) immediately upon written notice by either party in the event that the other party is no longer authorized to perform its obligations by any operation of law, including, without limitation, the filing of a petition in bankruptcy either by or against such party, or in the event that either party is causing immediate danger to the staff, residents, or property of the other; (c) upon thirty (30) calendar days written notice by either party for any reason; or (d) upon thirty (30) calendar days written notice by either party in the event of a material breach of this Agreement uncured upon thirty (30) days written notice thereof (the "Notice Period"). In the event of a breach pursuant to this Paragraph 6, the breaching party shall have the opportunity to cure such breach within the Notice Period; and, in the event that the breaching party either (x) effects a cure or (y) has undertaken promptly and continuously to effect a cure and such cure is effected within a reasonable time thereafter, then the notice of termination from the non-breaching party shall be without effect. For the purposes of this Paragraph 6, "breach" of this Agreement includes, without limitation, (a) the repeated violation or systematic failure to comply with any material term of this Agreement, or (b) the manifestation of an anticipatory intention not to perform the obligations imposed by this Agreement.

7. Designation of Representatives. The parties designate the following individuals as their representatives for the purpose of administering this Agreement:

- (a) For ABC:
- (b) For Contractor:

8. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail, return receipt requested or by a nationally recognized overnight courier, to the appropriate party at the following address (or such other address for a party as shall be specified by notice pursuant hereto):

- (a) If to ABC: With copy to:
- (b) If to Contractor: With copy to:

For the convenience of the parties, either party may contact the other party by email or fax, but official notice shall require follow-up notice in writing pursuant to this paragraph 8.

9. Insurance Requirements. Contractor shall at all times throughout the term of this Agreement carry, and require its contractors and subcontractors to carry, the following insurance coverages in the stated form and/or amounts:

(a) Commercial General Liability. Contractor shall carry and maintain Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering all work performed under this Agreement. All policies affording such coverage shall name ABC as an additional insured.

(b) Commercial Automobile Liability. The Contractor represents that it and its students participating in the Project will not bring any motor vehicles onto the Developments. If, in the future, the Contractor determines that it needs to bring motor vehicles onto the Developments, it shall so notify the ABC, and it shall carry and maintain Commercial Automobile Liability insurance covering all owned, hired and non-owned autos with limits not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. All policies affording such coverage shall name ABC as an additional insured.

(c) Worker's Compensation/Employer's Liability Insurance. Contractor shall carry and maintain Workers' Compensation Insurance as provided by M.G.L. Chapter 152, as amended, covering all work performed by it under this Agreement and/or any other project plan initiated with the ABC. The Workers' Compensation insurance must also include Employer's Liability coverage.

(d) Subcontractor Insurance. In the event ABC authorizes Contractor to utilize any subcontractor and/or subconsultant to perform any of the Services, Contractor shall require any such subcontractor, subconsultant, and/or professional employed and/or engaged by Contractor to carry Commercial General Liability, Commercial Automobile Liability, and Workers' Compensation/Employer's Liability insurance with the same limits, scope of coverage and other provisions as described herein. The Commercial General Liability and Commercial

Automobile Liability coverage shall name Contractor and ABC as additional insureds. Contractor shall obtain and keep on file certificates of insurance that show that the subcontractor, subconsultant, and professional are so insured.

(e) Miscellaneous Requirements. All policies of insurance required hereunder shall be issued in a form and type acceptable to ABC. Concurrent with the execution of this Agreement, Contractor shall provide ABC with certificates of insurance, in forms satisfactory to ABC, evidencing the above required insurance coverages. Such certificates of insurance shall be attached to this Agreement as Exhibit A and made a part hereof. Concurrent with the expiration dates of any policies providing insurance coverage required under this Agreement, Contractor shall provide ABC with new certificates of insurance evidencing renewal or replacement of the required coverages. Certificates of insurance evidencing the Commercial General Liability and Commercial Automobile Liability coverages must indicate that the ABC is named as an additional insured on all policies providing such coverage. All certificates of insurance must be sent to: ABC Housing Authority, Risk Management Department, 123 Anywhere Street, City of \_\_\_\_\_, State of \_\_\_\_\_ XXXXX. Failure to maintain insurance coverage as required by this Agreement shall be deemed to be a material breach of this Agreement.

(f) Personal Property Insurance. Contractor may, at its own expense, carry and maintain insurance to cover its own personal property, furniture, fixtures, machinery, and supplies used in the performance of the Services.

10. Assumption of Risk. Contractor agrees to provide the Services at its own risk and liability. ABC shall have no responsibility or liability for any loss or damage to personal property or fixtures of Contractor or its subcontractors.

11. Release by Participants. ABC Residents enrolled in BEEMS shall provide a release to the ABC in the form attached to this Agreement as Exhibit B.

12. Release by Contractor. The Contractor, on its behalf and on behalf of its officers, employees, and agents acting on its behalf, hereby releases the ABC, its officers, employees, and agents from any and all actions, damages, and other claims, in law or in equity, which the Contractor, its officers, employees, and agents may have against the ABC, its officers, employees, and agents for loss of life, personal injuries, damage to real or personal property, or other loss arising, directly or indirectly, from any act or omission of the ABC with respect to this Agreement. The release under this Paragraph 12 shall survive termination or expiration of this Agreement.

13. Indemnification. The Contractor shall defend, indemnify, and hold harmless the ABC, its officers, employees, and agents from and against all claims, causes of action, suits, losses, damages, fines, and expenses arising from its performance under this Agreement. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to each party that might exist. The obligations of indemnification under this paragraph 13 shall survive termination or expiration of this Agreement.

14. Holder Agreement. Contractor agrees that, as a result of its activities under this Agreement, Contractor and/or its employees, representatives, subcontractors, subconsultants, contractors, and/or agents ("Holders") may be and become "holders" of "personal data" as such terms are defined by State Law XXX, and that information containing any such personal data will be placed in a system which reasonably assures the confidentiality of the personal data. In its use and maintenance of personal data Contractor shall not disseminate or publish any data provided (except to ABC's or Contractor's designated officers and employees in the ordinary course of business) without the informed consent of the data subject and ABC, or as permitted by law. Contractor further agrees that, upon the expiration of this Agreement, any such data collected shall, as the ABC directs, be either returned to ABC or destroyed, provided however, that Contractor may retain a copy of such tangible information for compliance and/or archival purposes. The requirements of this paragraph 14 shall remain in effect as long as the Holders are a holder of personal data under this Agreement. Contractor's responsibilities under this Paragraph 14 shall survive the expiration or termination of this Agreement.

15. Binding Agreement. This Agreement is binding on the parties' officers, employees, agents, principals, successors, and assigns.

16. Compliance with Law. Contractor shall comply with all applicable provisions of local, state, or federal law, regulation, or ordinance. Both parties to this MOU shall comply with all federal nondiscrimination requirements set forth in 24 CFR 5.105(a) and any other federal, state, or local nondiscrimination requirements, as applicable.

17. Authority. The parties hereto represent and warrant each to the other that they have the authority to enter into this Agreement and that the person executing this Agreement for each is duly authorized to do so.

18. No Assignment. This Agreement may not be assigned, or otherwise transferred by Contractor, without the express prior written consent of ABC.

19. Complete Agreement. This Agreement represents the final, complete and exclusive written expression of the intentions of the parties hereto with respect to its subject matter, and supersedes any and all previous communications, representations, agreements, promises or statements, either oral or written, by or between the parties.

20. No Modification. This Agreement may not be modified, except by written agreement executed by both the parties.

21. Independent Contractors. The parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture, or agency agreement between the parties and no party shall have the power to bind the other in any respect.

22. Governing Law; Venue. It is the intention of the parties that the internal laws of the State of \_\_\_\_\_ shall govern the validity of this Agreement, and the interpretation of the rights and duties of the parties hereunder. All actions arising under or as a result of this Agreement shall be brought in the state or federal courts located in City of \_\_\_\_\_, State

of \_\_\_\_\_.

23. Counterparts. This Agreement may be executed in one or more counterparts (including by telecopy), each of which, when so executed and delivered, shall be deemed to be an original, but all of which shall together constitute one agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written,

THE ABC HOUSING AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Administrator

XYZ CIVIC ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

EXHIBIT A  
CERTIFICATES OF INSURANCE

EXHIBIT B  
FORM OF PARTICIPANT RELEASES

PARTICIPANT RELEASE  
BY ABC RESIDENTS

ABC HOUSING AUTHORITY AND  
XYZ CIVIC ASSOCIATION  
BUILDING ENERGY EFFICIENT MAINTENANCE SKILLS (BEEMS)  
JOB TRAINING PROGRAM

I hereby release the ABC Housing Authority and XYZ Civic Association and their officers, employees, and agents from all liability in connection with any actual, potential, or possible loss of life, personal injuries, damage to real or personal property, or other loss arising, directly or indirectly, from any act or omission of the ABC or AACA related to my enrollment in BEEMS.

Participant Signature: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_