Illinois Housing Development Authority
Referral and Support Agreement

ABC Apartments

Street Address or Intersection
_____ County, _____, IL

Contact Information for Units Targeted to Supportive Housing Populations			
	Owner	**Management Agent**	**Lead Referral Agency**
Organization			
Primary Contact			
Phone			
Email			
Street Address			
City, State, Zip			

	Total number of units in Project
	Number of units targeted to Supportive Housing Populations ("Targeted Units")
	Number of units adaptable under Illinois Accessibility Code
	Number of units fully accessible to persons with mobility impairments
	Number of units accessible to persons with visual and/or hearing impairments
	New Construction (NEW) or Rehabilitation (REHAB)
	Rent to Ownership (RO) or Family (F) or Elderly (E). If elderly, specify ages 55+ or 62+

Referral and Support Agreement for Units Targeted to Supportive Housing Populations
ABC Apartments, _____, Illinois

I. **Unit Mix** – Residential rent schedule by unit size and status. **Please note**: The actual unit mix for the Targeted Units will depend on the needs of referred households.

# Bedrooms	# Bathrooms	Unit Size (sq ft)	%AMI Target	Total Units	Monthly Rent
Ex: 1	*Ex: 1*	*Ex: 800*	*Ex: 60%*	*Ex: 10*	*Ex: $500*

II. **Affordability –** how targeted units will be made affordable to households earning at or below 30% AMI:

Rents in the **targeted units** will be made affordable through (check one of the following):

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

Properties with a commitment of project based rental assistance can use this assistance to ensure affordability in the targeted units. To ensure compliance with Referral and Support Agreement requirements, Lead Referral Agency referrals can access the targeted units if 1) Management creates its own site-based preference for the targeted units and 2) the local Public Housing Authority (PHA) agrees to a preference for persons with disabilities and homeless households in the project's tenant selection plan.

If the Project will utilize Project Based Rental Assistance in the Targeted Units, please describe here how the Project will ensure that Lead Referral Agency referrals will receive priority for those units.

If the Project is Rent to Homeownership, please describe here how residents of the Targeted Units will be prepared to purchase at the end of the rental period.

III. Agreement Among Partners

WHEREAS **INSERT OWNER NAME** was awarded Tax Credits from the Authority to finance and build **XX** housing units, known as **INSERT PROJECT NAME** in **INSERT CITY NAME**, Illinois; and

The 2010 QAP provides point-based incentives to Projects that target ten percent (10%) of the total units to households at or below 30% of Area Median Income (AMI) that are homeless, at-risk of homelessness and/or headed by persons with disabilities (Supportive Housing Populations); and

INSERT LEAD REFERRAL AGENCY NAME provides, coordinates, or represents agencies that provide direct community-based services in the **INSERT CITY NAME** area to Supportive Housing Populations; and

INSERT LEAD REFERRAL AGENCY NAME seeks to expand and support affordable housing opportunities for Supportive Housing Populations in their communities;

THEREFORE, **INSERT OWNER NAME, INSERT LEAD REFERRAL AGENCY NAME** and **INSERT PROPERTY MANAGEMENT NAME** agree to the following supportive housing partnership to target **XX** apartment units (the "Targeted Units") within the **INSERT HOUSING COMPLEX NAME** apartment complex for persons referred by human services agencies through the referral process coordinated by **INSERT LEAD REFERRAL AGENCY NAME**.

INSERT OWNER NAME shall:

- Agree that the **XX** Targeted Units will not be segregated within the property or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-targeted units, and that the Targeted Unit mix will depend on the needs of referred households.

- Assure that the Targeted Units remain available to eligible households referred through the process coordinated by **INSERT LEAD REFERRAL AGENCY NAME**, and that the purposes and spirit of this agreement are maintained through the compliance period.

INSERT LEAD REFERRAL AGENCY NAME shall:

- Coordinate with local human services agencies (the "Referral Network") to refer applicants to **INSERT PROPERTY MANAGEMENT NAME**, at initial rent up and in the event of vacancies, for the duration of the compliance period.

- Maintain a waiting list of referrals in the event of vacancies in the Targeted Units.

- Provide a standard referral form for each household referred to a Targeted Unit, to help **INSERT PROPERTY MANAGEMENT NAME** differentiate referrals for Targeted Units from general referrals made by agencies not involved in the Referral Network.

- Act as liaison between **INSERT PROPERTY MANAGEMENT NAME** and Targeted Unit residents' referral agencies to address issues with the application process and tenancy, should they arise. This includes contacting the appropriate member of the Referral Network, so that agency can make direct contact with a household they have referred. This will ensure that households in Targeted Units will have the opportunity to maintain contact with the agency that initially identified them as a potential referral, protect household confidentiality, and ensure that **INSERT PROPERTY MANAGEMENT NAME** has one primary contact for Targeted households.

- Facilitate access to an array of supportive services for Targeted Unit tenants offered by human services agencies participating in the Referral Network. These services shall be available to said tenants on an as-needed basis, and receipt of these or any other services shall not be a condition of tenancy.

- Facilitate communication with **INSERT PROPERTY MANAGEMENT NAME** and the Referral Network by designating, and maintaining in the event of staff turnover, named individuals as the primary contact and as the back-up contact on matters related to Targeted Units.

- Monitor the status of the local Housing Choice Voucher (Section 8) waiting list and alert the Referral Network when the list is open, so that households referred to Targeted Units can apply for such assistance.

INSERT PROPERTY MANAGEMENT NAME shall:

- Notify **INSERT LEAD REFERRAL AGENCY NAME** of initial lease-up 3 months prior to anticipated occupancy certification or when marketing begins, whichever comes first.

- Share tenant eligibility and screening criteria with **INSERT LEAD REFERRAL AGENCY NAME** so that the Referral Network will be prepared to refer qualified tenants and assist them with requests for Reasonable Accommodations or Modifications when necessary.

- Educate initial and subsequent on-site property managers on the Referral and Support Agreement, and provide contact information for **INSERT LEAD REFERRAL AGENCY NAME**.

- Agree that the **XX** Targeted Units will not be segregated within the property or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-targeted units, and that the Targeted Unit mix will depend on the needs of referred households.

- Screen all referred applicants using screening criteria established for all applicants at the apartment community, according to State and Federal Fair Housing Law.

- In the event a referred applicant is denied housing, (1) notify the applicant and **INSERT LEAD REFERRAL AGENCY NAME** of reason for denial, (2) accept and consider requests for Reasonable Accommodations in accordance with State and Federal Fair Housing Law, and (3) hold unit open until the request process is complete.

- For a period of 90 days from the date of the first certificate of occupancy, establish a preferential leasing opportunity for the **XX** Targeted Units specified in this agreement for Supportive Housing Populations, prioritizing households referred via **INSERT LEAD REFERRAL AGENCY NAME** for the Targeted Units.

- In the event a vacancy occurs at the property and not all **XX** Targeted Units are filled with referred persons, notify **INSERT LEAD REFERRAL AGENCY NAME** and hold the unit open for a period no less than 30 days from the date **INSERT LEAD REFERRAL AGENCY NAME** is made aware of the vacancy. If no eligible applicant is referred within 30 days, the unit may be rented to any eligible applicant. This process is repeated until **XX** Targeted Units are occupied by referred persons.

- Communicate tenancy issues with the **INSERT LEAD REFERRAL AGENCY NAME** in a timely manner.

- Facilitate communication with **INSERT LEAD REFERRAL AGENCY NAME** by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to the Targeted Units.

All parties to this Agreement shall:

- Agree that **INSERT OWNER NAME** and **INSERT PROPERTY MANAGEMENT NAME** are responsible for meeting compliance requirements established by the IRS and the Authority.

- Agree that **INSERT OWNER NAME** and **INSERT PROPERTY MANAGEMENT NAME** are responsible for maintaining the property for the benefit of all the tenants.

- Agree that the provisions and the spirit of this agreement not withstanding, decisions on the admittance and/or retention of tenants according to Fair Housing and IL Landlord Tenant Law are the responsibility of **INSERT PROPERTY MANAGEMENT NAME**.

- Agree that tenant participation in supportive services will not be a condition of tenancy.

- Agree to return one another's phone calls and emails promptly to minimize vacancies in Targeted Units and ensure that residents in Targeted Units are offered the supports they may need to maintain their tenancy.

- Agree that in the event that disagreements or difficulties arise that they are unable to resolve through open and cooperative dialogue, they will seek assistance in resolving these conflicts from IHDA.

- Agree that the terms of the Referral and Support Agreement for **INSERT HOUSING COMPLEX NAME** prepared jointly by **INSERT OWNER NAME**, **INSERT PROPERTY MANAGEMENT NAME** and **INSERT LEAD REFERRAL AGENCY NAME** are hereby incorporated by reference.

- Understand that **INSERT LEAD REFERRAL AGENCY NAME** activities of providing, coordinating, or representing agencies that provide direct community-based services does not indicate any fiscal funding commitment herein.

IN WITNESS WHEREOF, the parties have executed, or caused this agreement to be executed by their duly authorized representatives, as of the date below written.

_____ _____

INSERT OWNER CONTACT, TITLE **Date**
INSERT OWNER NAME
INSERT PHONE NUMBER

_____ _____

INSERT PROPERTY MANAGEMENT CONTACT, TITLE **Date**
INSERT PROPERTY MANAGEMENT NAME
INSERT PHONE NUMBER

_____ _____

INSERT LEAD REFERRAL AGENCY CONTACT, TITLE **Date**
INSERT LEAD REFERRAL AGENCY NAME
INSERT PHONE NUMBER