

**DRAFT 2 - MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OWNER  
AND  
REGIONAL MI CHOICE WAIVER AGENT**

**I. INTENT & BACKGROUND:**

This Memo of Understanding (“MOU”) between the Affordable Assisted Living Owner and the Regional Waiver Agent (Waiver Agent) establishes areas of understanding for the development and rental of an Affordable Assisted Living (AAL) apartment residence located in the city of City. The purpose of the MOU is to define areas of cooperation to fill # individual apartments and offer needed services and supports to tenants.

- A. The owner is IF APPLICABLE a mortgage loan and Low Income Housing Tax Credits to the Michigan State Housing Development Authority to develop a senior (age 55 years and older) housing project. The project consists of # total units of which # will be available to seniors who meet the LIHTC and other applicable income limits. # apartments will be available for individuals who are able and willing to pay the fair market rental rate and may pay the private pay service rates of the on-site or other service provider.
- B. The Waiver Agent provides a comprehensive array of services to seniors from multiple funders including the Medicaid MI Choice program and the waiver agent will have access to funding reserved for the AAL project and available to the AAL tenants at this residence.

**II. DEFINITIONS:**

The following definitions will apply in this MOU:

- A. “Affordable Assisted Living” (AAL) is a specialized form of senior apartment housing that provides on-site room, meals, housekeeping, personal care and health related services, including 24 hour supervision, with rents restricted to meet limits imposed by the LIHTC program. AAL promotes tenant autonomy, dignity and privacy and integrates housing with services in an accessible environment so that tenants may age in place. AAL residences

normally provide individual housing units with services to seniors; a minimum of 20% of the units are affordable to individuals or households with incomes at 50% of the area median income or 40% at 60% of area median income. .

- B. “Age in Place” (AIP) includes housing design features and a broad scope of services that support tenants’ ability to remain in their living space and avoid having to move to a different setting due to a decline in health status or functioning. AIP also promotes a residential environment with proximity and accessibility to area goods and services, health care and socialization opportunities.
- C. “AAL Steering Committee” is a state level inter-agency collaborative body formed by the Michigan State Housing Development Authority and state partners to develop an AAL demonstration program. The partners, including the Department of Community Health, Office of Services to the Aging and the Department of Human Services, developed a working agreement that defines areas of collaboration, shared vision and commitments in developing the AAL initiative. The Committee is comprised of the state partners, housing developers, consumer advocates and others. It has developed the AAL program model and requirements.
- D. “MI Choice Medicaid Waiver” is a statewide program that provides supports coordination and a wide array of personal care and health related services to qualifying older adults and younger adults with disabilities who choose to remain home and receive long term care supports. The program is administered by the MI Department of Community Health and managed by regional waiver agents. The state has secured additional MI Choice funding specifically for the AAL program which is available to the waiver agent for services and supports to AAL tenants.
- E. “Nursing Facility Transition” (NFT) is a MI Choice service that assists nursing facility residents to move back to a community setting by addressing one-time or short term needs (e.g. security deposits, cooking supplies).
- F. “Owner” will own and operate the housing project in accordance with the funding qualifications, requirements and conditions.
- G. “Personal care and health-related services” are provided from an on-site AAL provider or other provider(s) chosen by tenants within the Waiver Agent’s provider pool. The array of services available from the AAL provider for tenants include:

Homemaking and Personal Care

Private Duty Nursing

Counseling Services (including caregiver supports)

Environmental Accessibility Adaptations (Home Modifications)

Home Delivered Meals – includes options for congregate or private dining

Transportation

Nursing Facility Transition Services

Personal Emergency Response System

Specialized Medical Equipment and Supplies

Other Care including: Blood Sugar Monitoring, Medication Set-up & Administration, Wound Care, Bowel Management Programs, etc.

Services are provided through private fees for tenants who do not qualify for the MI Choice program and through public payment sources with an emphasis on MI Choice funding to utilize available AAL resources.

- H. “Section 8 Housing Choice Voucher” increases affordable housing choices for very low-income individuals and households by providing rent subsidy vouchers to an income-qualified individual or household that pay the landlord the difference between 30 percent of household income and the a public housing authority-determined payment standard.

### **III. SHARED OBLIGATIONS**

The parties will:

- A. Enter into agreement and the Owner (or designee) will provide some Waiver Agent funded services such as home delivered meals, transportation, housekeeping or others.
- B. Work in collaboration in selecting an on-site provider of personal care and health-related services and in assuring AAL tenants have informed choice opportunities in determining who will provide Waiver Agent funded services at this AAL residence.
- C. Comply with all applicable housing and service requirements from all funders.
- D. Coordinate program development activities with MSHDA, MSHDA’s project consultant(s) and other administrative supports defined by MSHDA, in the development of AAL housing

and services. This includes support and compliance with the AAL Steering Committee's decisions and developments to support the AAL initiative.

- E. Designate management staff for program coordination activities associated with the housing and services project including but not limited to lease-up and on-going rent opportunities, provider issues, consumer issues and other activities as needed.
- F. The Waiver Agent is not under any financial obligation for unfilled apartments at this AAL residence.

**IV. OWNER OBLIGATIONS:**

The Owner will:

- A. Develop and operate apartments for individuals aged 55 years or older who have low to moderate incomes; the planned distribution of the total apartment units by income percentage of AMI is:

AMI	\$ Amount or less	# of Apartments
30%	\$	#
40%	\$	#
50%	\$	#
60%	\$	#
Fair Market	NA	#

- a. Support AIP opportunities in the design and layout of the AAL apartments, common space and areas surrounding the residence, with emphasis on barrier free and universal design principles, and in the access to surrounding goods, services and socialization activities.
- b. Work with the local Public Housing Authority in an effort to secure Section 8 vouchers.
- c. Assure that the quality and location of affordable units complies with LIHTC and other applicable requirements.

- B. Give preference for # of the above affordable units for consumers of MI Choice consumers, qualifying tenants from the Waiver Agent MI Choice wait list and income qualifying consumers of other Waiver Agent programs. MI Choice NFT consumers are a top priority. Waiver Agent consumers will receive preference over other community referrals for six months prior to the beginning of lease-up and when new openings occur, within 15 days of a vacancy. Preference results from the opportunity to provide referrals in advance of lease up from existing caseloads, waiting lists, information and assistance referrals and other activities. Waiver Agent will also receive preference as openings occur in the event that referrals are received from other community entities simultaneously. Details are addressed in the Owner's tenant selection plan.
  - a. Make the remaining # fair market units available for consumers from Waiver Agent and from referrals from all other Waiver Agent funded agencies, senior advocates, families and others in support of potential AAL tenants.
- C. Arrange for the provision of on-site personal care and health related services from an in-home services provider enrolled in the Waiver Agent directory of MI Choice service providers.
  - a. Work with the on-site provider to assure that all tenants have choice in providers as determined through informed choice and the person centered planning process.
  - b. Work with the on-site provider to assure that all non-Waiver Agent supported tenants utilize the on-site provider as either the primary provider or as a secondary back up to an alternate provider.

## **V. WAIVER AGENT OBLIGATIONS:**

The Waiver Agent will:

- A. Assign Waiver Agent staff to work with the Owner or designees to provide AAL information for supports coordinators, NFT, information and assistance and other staff serving potential AAL tenants for the purpose of identifying potential tenants during the first 6 months of lease-up, and on a continuing basis thereafter.

a. Review existing cases for MI Choice and NFT, Care management and Diversion and other programs for consumers who may be better served or prefer private apartment living with AAL services.

b. Review the MI Choice waiting list for individuals who may benefit from the AAL project.

c. Encourage referrals from call center or information and assistance staff from callers exploring fair market housing with services options.

B. Utilize MI Choice funding reserved for the AAL project to meet tenant needs and support AIP opportunities by making available the full array of services accessible to this population within the scope and capacity of available resources.

a. Collaborate with the AAL on-site provider to address person centered plans and address changing needs of tenants and consider plan of care arrangements unique to the scheduled and unscheduled needs of AAL tenants.

b. Comply with the policies, standards and operating requirements of funders in the delivery of services to AAL tenants.

C. Assure that AAL Tenants have choice in who provides their care through person centered planning & informed choice processes:

a. Work with the on-site provider to assure that all tenants have choice in providers as determined through informed choice and the person centered planning process.

b. Work with the on-site provider to assure that all Waiver Agent supported tenants utilize the on-site provider as either the primary provider or as a secondary back up to an alternate provider.

## **VI. MISCELLANEOUS:**

A. Term: This MOU will be effective as of the beginning date of AAL operations and will continue for at least 12 months thereafter, and automatically renew annually for successive 12 month periods unless cancelled in writing by either party.

B. Termination: Either party may terminate this agreement without cause by giving the other party a 60 day prior written notice; however, the MOU may be terminated for non-performance by either party by submitting a 30 day written notice to the other party.

- C. Confidentiality: The parties agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other parties operations and the mutual consumers/tenants served. The parties agree that they will not, at any time, disclose confidential information and/or material without the consent of the other party unless such disclosure is authorized by this MOU or required by law. Where appropriate, consumer/tenant releases will be secured before confidential tenant or potential tenant information is exchanged.
- D. Severability: In the event any provisions of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining MOU.
- E. Amendments: This MOU may be amended only in writing and when authorized by the designated representatives of the parties.
- F. Eviction and disputes: Should problems occur that may lead to the eviction of an AAL tenant served by AAA or Waiver Agent, the parties agree to discuss and mediate the situation in effort to resolve issues prior to eviction.
- G. Any changes, modifications, or replacements to this MOU will be provided to all parties.

**VII. AUTHORIZED SIGNOR:**

The signors below assure that they have been authorized by the party on whose behalf they are signing to execute this MOU and to bind that party to its Understanding.

Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Name,  
Its:

Waiver Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Name,  
Its: