Creating Housing Helping Communities:

An Operations Manual for New Mexico’s Local Lead Agencies and Community Stakeholders

Operations Manual and Forms Update

Updated August 21, 2013
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Lease Up Processes and Target Date Calendar

- LIHTC / LLA Calendar of Target Dates for Meetings and Tasks
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**GENERIC LIHTC/ LLA Calendar of Target Dates**

for Meetings and Tasks regarding Special Needs Units Lease Up

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Target Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Meeting of Partners (or Conf Call for out of town projects)</strong></td>
<td>6 to 8 weeks ahead of Community Stakeholders meeting</td>
</tr>
<tr>
<td>Attendees: LLA, Property Mgr, Developer, Local Collaborative, State staff, OptumHealth staff (for new LLA conducted by State or OH staff)</td>
<td></td>
</tr>
<tr>
<td><strong>Discussion Topics:</strong></td>
<td></td>
</tr>
<tr>
<td>LIHTC Project Update Items:</td>
<td></td>
</tr>
<tr>
<td>• What is projected construction/rehab completion date, Certificates of Occupancy and Target Lease up date ?</td>
<td></td>
</tr>
<tr>
<td>• Exchange primary contact person name and contact info for Developer, Property Manager and LLA agency</td>
<td></td>
</tr>
<tr>
<td><strong>Role &amp; Responsibilities of LLA:</strong></td>
<td></td>
</tr>
<tr>
<td>• Review role of LLA and relationship to agency/providers for referrals from community</td>
<td></td>
</tr>
<tr>
<td>o review LLA pre-screening and referral process</td>
<td></td>
</tr>
<tr>
<td>o discuss time frames on referrals to property manager</td>
<td></td>
</tr>
<tr>
<td>o review LLAs and Providers commitment to intervening and sustaining tenants</td>
<td></td>
</tr>
<tr>
<td>o discuss LLA training that is being provided by State and role of SE</td>
<td></td>
</tr>
<tr>
<td>Review LLA/Developer Agreement (if necessary)</td>
<td></td>
</tr>
<tr>
<td>Follow up: LLA to develop draft Lease up Calendar and have Partners review; LLA develop Project Contact List and send to Partners</td>
<td></td>
</tr>
<tr>
<td><strong>Develop Lease up Calendar</strong> from dates agreed to at Pre-Meeting</td>
<td>5 - 6 weeks prior to Community Stakeholder Mtg</td>
</tr>
<tr>
<td>[open and deadline of pre-application period; community stakeholder mtg date; application eligibility time period; Lottery date; Target lease up date ]</td>
<td></td>
</tr>
<tr>
<td><strong>Develop County-wide Providers/Groups Contact List</strong></td>
<td>4 weeks prior to Community Stakeholder Mtg</td>
</tr>
<tr>
<td>Community providers and disability advocacy groups, etc. based upon SN target pop. to invite to Community Stakeholder meeting; ensure outreach and engagement including: posting information on other local community websites ; and communicating via established community email groups</td>
<td></td>
</tr>
<tr>
<td><strong>Service Providers Meeting (if necessary)</strong></td>
<td>Prior to Community Stakeholders meeting</td>
</tr>
<tr>
<td>Discuss: Relationship, Role &amp; Responsibilities of LLA , Referral Process and Responsibilities of Referring Providers for consumer services</td>
<td></td>
</tr>
<tr>
<td>Invitees: all disability advocacy groups and provider agencies in County; First Provider meeting at initial SN housing lease up phase; and as necessary thereafter; develop Memorandum(s) of Understanding with each referring agency and organization.</td>
<td></td>
</tr>
<tr>
<td><strong>Confirm Project Construction Status and Target Lease Up Date</strong></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Place Newspaper Ad</strong> in local Sunday newspaper prior to Community Stakeholders Meeting</td>
<td>Sunday before Community Stakeholders mtg</td>
</tr>
<tr>
<td><strong>Community Stakeholder Meeting</strong></td>
<td>3 months before Target Lease Up Date</td>
</tr>
<tr>
<td><strong>Open / Advertise</strong> Special Needs Housing Pre-Application Period</td>
<td>[Approx 3 months before Target Lease Up Date below]</td>
</tr>
<tr>
<td><strong>Deadline</strong> for Special Needs Housing Pre-Applications to be received at LLA</td>
<td>[one month time frame to receive Applications]</td>
</tr>
<tr>
<td><strong>Review Period</strong> of Applicants for Consumer Eligibility by LLA and Eligible Applicants Put in Lottery</td>
<td>[10 days review time]</td>
</tr>
<tr>
<td><strong>Lottery Date</strong> Applicants placed on Wait list by number</td>
<td>[5 weeks before target date]</td>
</tr>
<tr>
<td><strong>Lottery Results</strong>: Applicants and Referring provider notified of Lottery status; Winning Applicants referred to Property Manager</td>
<td>[4 - 5 wks before below Target Date]</td>
</tr>
<tr>
<td><strong>Confirm Project Construction Status and Target Lease Up Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Target Date</strong> for Lease Signing and/ or Move In to Apartment Complex</td>
<td>[agreed to by Developer (based on construction schedule and Certificate of Occupancy), Property Manager and LLA]</td>
</tr>
</tbody>
</table>
**Sample Property Lease Up Calendar:**

Cortez County Special Needs Units at Hampton Apts

Calendar Target Dates for Eligibility, Lease Up and Occupancy

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cortez County Community Stakeholder Meeting</td>
<td>Wednesday, Jan 26, 2013 1:00 – 3:00 pm</td>
</tr>
<tr>
<td>City Hall Annex Building, 200 E. Broadway,</td>
<td></td>
</tr>
<tr>
<td>Open / Advertise Special Needs Housing</td>
<td>Thursday, Jan 27, 2013</td>
</tr>
<tr>
<td>Pre- Application Period</td>
<td></td>
</tr>
<tr>
<td>Deadline for Special Needs Housing Pre-Applications to be received at</td>
<td>Friday, March 4, 5:00 pm</td>
</tr>
<tr>
<td>Help New Mexico, Brown County</td>
<td></td>
</tr>
<tr>
<td>Review Period of Applicants for Consumer Eligibility by LLA and</td>
<td>March 7 – 10</td>
</tr>
<tr>
<td>Eligible Applicants Put in Lottery</td>
<td></td>
</tr>
<tr>
<td>Lottery held, Applicants placed on Wait list by number</td>
<td>March 11, 2013</td>
</tr>
<tr>
<td>Eligible Applicants referred to Developer/Owner</td>
<td>March 15, 2013</td>
</tr>
<tr>
<td>Target date for Lease Signing or Move In to Apartment</td>
<td>March 31, 2013</td>
</tr>
</tbody>
</table>
NEW MEXICO SPECIAL NEEDS HOUSING PROGRAM REFERRAL & PRE-APPLICATION FORM

(REVISED 2.18.2013)

Receipt of Complete Application:

Date and Time Stamp:

Lottery Number (if applicable): _______

Consumer/Applicant and Household Information

1. Consumer/Applicant name: ________________________________

2. Date of Birth: ______________________ Last 4 digits of SSN: XXX – XX – _______

3. Contact Information:  Must be up to date at all times. Required for immediate communication

<table>
<thead>
<tr>
<th>Applicant Contact Information</th>
<th>Must Provide Emergency Contact Information for Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td>Cell Phone:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

Note: The Services Provider/Agency is responsible for providing the services needed by the Applicant and to assist Applicant in completing this form:

The Information below is required for purposes of processing Special Needs Housing Unit referrals.

<table>
<thead>
<tr>
<th>Provider/Agency Name:</th>
<th>Date Completed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referral Agency Point or Back-up person Printed Name:</td>
<td>Phone no:</td>
</tr>
<tr>
<td>Referral Agency Point or Back-up person Signature required:</td>
<td>Email</td>
</tr>
</tbody>
</table>

Referring Person (if not Services Provider/Agency)

Agency Name: ________________________________

Name ________________________________ Contact Phone No __________ Email: _______
4. Commitment of Support Services Provision

As a result of this Applicant's homeless or disability status, the household requires the following types of support services to maintain stable tenancy. Please briefly describe: a) the support services that are necessary; and, b) how the Agency will assist the applicant to live successfully in their own housing in the community:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________

I, ________________________________ (Services Agency Caseworker/Services Contact), herein certify that
__________________________________________(Applicant): a) meets the target population eligibility of the 20__
QAP for the LIHTC program; b) is in need of permanent supportive housing, c) the required support services will be
available as needed and requested by this applicant by the Referring Services Agency, d) the Agency will be available for
Monthly Housing Site Visits in the consumer's apartment, e) the Agency will coordinate services with the property
manager and Local Lead Agency as needed to ensure success of the consumer in their Special Needs Housing;

Primary Case Manager/ Services Contact Name: ____________________________________
Email: ________________________ Office Phone: (____)___________ Cell Phone: (____)___________

____________________________________________________________________________________
Signature of Support Services Worker Print Name Date
____________________________________________________________________________________
Signature of Supervisor Print Name Date

5. Documentation of Special Needs (SN) Disability or Homelessness must be provided by a licensed professional
caseworker, social worker, physician, etc. ) that the Applicant qualifies for Special Needs housing unit based upon the
following qualifying Special Needs disability:

Part I: Eligible Target Populations (check one or more; supply documentation for qualifying one )

____ Homeless or Precariously Housed (must submit Attestation of Homelessness Form if homelessness is the only
qualifying SN category)

A Household/individual is considered homeless or precariously housed if, without this assistance, he/she/ they would
have to spend the night in a homeless shelter or in a place not meant for human habitation. This includes:

• Persons living on the street, in emergency shelters, or in transitional housing programs for the homeless;
• Persons with a legal eviction notice, or other similar legal circumstances in which they are to lose their housing
imminently; and
• People with disabilities who are inappropriately living in an institution or other facility may be considered homeless
if no other housing placement is available or appropriate.

____ Serious Mental Illness

____ Addictive Disorder (i.e., individuals in treatment and demonstrated recovery from a substance abuse disorder);

____ Developmental Disability (i.e., mental retardation, autism, or other disability acquired before the age of 22);

____ Physical, sensory, or cognitive disability occurring after the age of 22;

____ Disability caused by chronic illness (i.e., people with HIV/AIDS, who are no longer able to work);

____ Age-related Disability (i.e., frail elderly, or, young adults with other special needs who have been in the foster care or
juvenile services system).
Documented evidence of the Special Need, i.e. Diagnosis, SSI Disability Letter, etc. Documentation must attached and be from an individual or organization licensed or authorized to provide said documentation.

**NOTICE:** IF YOU HAVE A DISABILITY and need modifications that would help you live in the apartment unit, use the facilities, or, take part in programs on-site, you can request a Reasonable Accommodation or Modification from Property Management personnel. If you can show that you have a disability and the request is directly connected to that disability, we will try to make the changes you request. You may request a **Reasonable Accommodation/Modification Request Form** in the property management office.

### 6. Disclosure of Criminal History

Have you /the Applicant ever been **convicted** of a Felony? No ___ Yes___, Year convicted __________

Do you have either current, or pending criminal charges against any member of your household?

No ___ Yes___

Note: The Applicant’s household includes any member (also applies to persons under age 18 years) who has been arrested, or charged.

Where records reflect a past arrest without a final disposition and the crime would be a basis for rejecting the application, the applicant must provide proof the charge was dismissed for lack of evidence, adjudicated not guilty, or an alternative treatment was part of the adjudication process.

### 7. Total Number of household members  (do not include live-in aides): _____

No. of live-in aides: ______.

List all household members: including Sex, Age and relationship of each household member to the Applicant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Sex</th>
<th>Relationship to Head of Household</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of bedrooms desired: _____ Number of bedrooms required: _____

### 8. Household Income (list a sources of income)

<table>
<thead>
<tr>
<th>Type</th>
<th>Please provide a description where appropriate and Amount Per MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>Employment Income                                             $</td>
</tr>
<tr>
<td>[ ]</td>
<td>Child support                                                 $</td>
</tr>
<tr>
<td>[ ]</td>
<td>Social Security Disability (SSDI)                             $</td>
</tr>
<tr>
<td>[ ]</td>
<td>Supplemental Security Income (SSI)                            $</td>
</tr>
<tr>
<td>[ ]</td>
<td>Social Security retirement income                             $</td>
</tr>
<tr>
<td>[ ]</td>
<td>TANF                                                           $</td>
</tr>
<tr>
<td>[ ]</td>
<td>Veteran’s pension                                             $</td>
</tr>
</tbody>
</table>

Have you received income from any source in the past 30 days?

Yes [ ] No [ ] Don’t Know [ ] Refuse to Answer [ ]
[ ] Veteran’s disability payment ____________________________ $ __________________
[ ] Unemployment Insurance ________________________________ $ __________________
[ ] Alimony/other spousal support ____________________________ $ __________________
[ ] Pension from a former job ________________________________ $ __________________
[ ] Worker’s compensation ________________________________ $ __________________
[ ] Private disability insurance ______________________________ $ __________________
[ ] Other sources of income ________________________________ $ __________________

B. Non-cash benefits: please check all applicable sources of non-cash benefits and services and include the amount per month. Provide a description if appropriate; if the assistance belongs to a household member other than the Applicant, please note that in the Description field.

Have you received non-cash benefits or services in the past 30 days?

Yes [ ] No [ ] Don’t Know [ ] Refuse to Answer [ ]

Type Description (list names of each household member receiving the assistance)

[ ] Food stamps (a.k.a. SNAP) ________________________________
[ ] Medicaid ______________________________________________
[ ] Medicare ______________________________________________
[ ] WIC ______________________________________________
[ ] TANF Child Care Services ________________________________
[ ] TANF Transportation Services ______________________________
[ ] Other TANF-funded Services ________________________________
[ ] Children’s Health Insurance Program ______________________________
[ ] VA Medical Services ________________________________
[ ] Other Assistance Source ________________________________

9. What is the total Annual gross household income from all sources and all persons living in the household (earned income, social security, SSDI, retirement, government benefits, unearned income, etc.)? ANNUAL; $ ______ Monthly $ __________________ (Monthly Income must total Annual).

10. Indicate whether or not the household needs the following type of apartment:

a. Handicapped Unit (wider doors, grab bars) …………………………... Yes [ ] No [ ]

b. Fully Accessible Unit (curbless shower) ………… …………… Yes [ ] No [ ]

c. Visual/Audio Accessible Unit …………………. Yes [ ] No [ ]

d. Ground floor unit necessary, if no elevator……… …..<....Yes [ ] No [ ]

e. Does household has medical reasons for an extra bedroom….. Yes [ ] No [ ]

11. Applicant Acknowledgement

I have read the Tenant Responsibility and Participation Agreement and the Pre-Tenancy Overview Information and understand the expectations of being a good tenant and participant in the Special Needs Housing Program. I understand that my housing is contingent upon my compliance with these rules and regulations.

___________________________________     ______________________________
APPLICANT’S SIGNATURE                   ADVOCATE/ PROVIDER STAFF

__________________________________                        _________________________________
Participant Printed Name          Provider Printed Name

____________________                    ________ ________________
DATE         DATE
[ NAME OF LOCAL LEAD AGENCY ]

PO Box /Street Address, City, State, Zip
(     ) ________,    Fax (___) ________

Attn: _______________________________________

Authorization to Request/Release Information

This authorizes [Local Lead Agency] to request and/or release the following information from/to (Name and address of person/agency):
____________________________________________________________________________________
____________________________________________________________________________________

Regarding Consumer Name:
____________________________________________________________________________________

Date of Birth: _____________________________ SS#: ______________________________________

The information requested is necessary information to support the consumer’s application for Special Needs Housing and includes documentation in connection with the Special Needs Pre-Application Form, and the Special Needs Letter of Referral, and, information necessary to the determination and delivery of appropriate support services to ensure my successful and ongoing tenancy in a Special Needs housing unit.

The information to be disclosed is:

( ) Information to document the qualifying Special Needs population disability
( ) All Household Income and Non-Cash Government Benefits sources
( ) Emergency Contact information related to my welfare
( ) Criminal History or Activity to determine housing eligibility
( ) Other: ______________________________________________________________

I understand that the information to be released may include information regarding the following condition(s):

Initial (       ) Chemical abuse and/or dependency  Initial (       ) AIDS-HIV testing

I understand that I have the right to examine and copy the information to be released. I also understand this authorization expires automatically in one (1) year from date on signature or on ___________________ and that, although I may withdraw this authorization at any time earlier, some information may already have been released. I have been told that information released from my records may not be given to people or agencies other than those named on this form without my permission (Section 34-2A-18 NMSA 1953).

______________________________________ ___________________________________________
(Signature of Client)    (Signature of Witness)

______________________________________ ___________________________________________
(Date)      (Signature of Representative)
If client is unable to sign, state reason: _______________________________________________________

This information is requested from records whose confidentiality is protected. The receiving agency is prohibited from making any further disclosure of it without the specific written consent of the person to whom it pertains. A general authorization for the request of medical or other information is not sufficient for this purpose. This information is protected both by the State (Section 34-2A-18 NMSA 1953) and Federal (42 CFR Part 2) Regulations.

You may revoke this authorization at any time by signing and dating the revocation section on your copy of this form and returning it to the: Help New Mexico main office at 5101 Copper NE, Albuquerque, NM 87108. I further understand that any such revocation does not apply to the extent that persons authorized to use or disclose my protected health information have already acted in reliance on this authorization.

Revocation Section

I hereby revoke this authorization.

_________________________________________  ____________________________________________________________________  ________________
Client Signature                      Client Printed Name                      Date
Crisis Response Plan and Contact Numbers

Date of Plan: ____________________

TENANT INFORMATION

Tenant Name______________________________________________________________

Apartment Name____________________________________ Apartment No._______

Apartment Address __________________________________ City _________ Zip________

RESOURCE PHONE NUMBERS

For Property Manager and Consumer in the event of Crisis

Advocate/Referring Agency Contact Person Name: ________________________________ (Print)

Office Phone: __________________ Emergency Cell Phone: ________________________

Personal /Family Member Name: ______________________________________________ (Print)

Office Phone: __________________ Cell Phone: _________________________________

Local Lead Agency: __________________________________________________________

LLA Staff Name: _____________________________________________________________ (Print)

Staff Office Phone: ___________________________ Cell Phone: ____________________
TENANT RESPONSIBILITY AND PARTICIPATION AGREEMENT

Dated: 5.2.2012

CLIENT/APPLICANT NAME: ______________________________________ (Please Print)

REFERRING AGENCY NAME: ____________________________________

PROPERTY NAME: ____________________________________________

I, __________________________________________________________, understand that if I am determined eligible for the Special Needs Housing program by the information I presented, and also selected via the Special Needs lottery process to be referred to a housing unit:

I will commit to meet my obligations as a tenant under New Mexico Uniform Owner-Resident Relations Act. I understand the Property Manager can establish their own property rules in addition to the rental lease provisions and that I as the Tenant must abide by those.

I will make Rent Payments on time: Rent is due the 1st of each month. If the Tenant does not pay the rent and the utilities for the property, the property manager will provide the appropriate notices and if I have not complied, the property manager will have the right to begin eviction by giving the tenant notice as outlined in New Mexico Owner-Resident Relations Act.

I will allow Monthly In-Home Apartment Visits: by my advocate or staff member of _____________________________(Referring Services Agency), or, the Local Lead Agency for the purposes of identifying any risks to my housing stability. During this site visit the tenant will participate in completing the Supportive Housing Monthly checklist (see attachment) and discuss any necessary follow up actions on the part of the tenant, advocate, provider or other partners.

I will keep my Crisis Response Plan and Contact Numbers (see attachment) up to date.

I will abide by the following tenant rules and regulations:

1. Occupant: Only the persons whose names appear on the lease agreement may live in this apartment or housing unit.

2. Pets: Pets may be allowed if this is consistent with the policy of the landlord.

3. Damages: The tenant is to notify property manager immediately of any repairs that are needed and will be required to pay for repairs of all damages (other than normal wear) they or their guests have caused, including, but not limited to windows, furniture, walls, appliances, bathroom fixtures, carpet, counters, light fixtures, etc.

4. Cleanliness: Participant will maintain the apartment at a level of cleanliness that meets health, safety and fire hazard standards.

5. Violent Behavior: Any violent behavior will be grounds for immediate termination from the program.
6. **Disturbing the Peace:** The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants in the building or violates any state law or local ordinance. The tenant is fully responsible for all guest actions and behavior.

7. **Prohibited Use Of Premises:** The premises will not be used for any unlawful purpose whatsoever, including the manufacture or distribution of illegal drugs. Participants shall not bring or permit any other person to bring any weapon of any type, including, without limitation, guns and knives, (other than normal kitchen knives), into the dwelling.

8. **Building and Property Rules:** Tenant agrees to follow the terms and conditions of the Lease or Rental Agreement between the Landlord and Tenant. Tenant also agrees to abide by all Property rules and guidelines set by manager/owner of the building.

I acknowledge and understand the terms of this Agreement between ________________________ (Referring Services Provider Agency) and myself and that my housing and my continued participation in the Special Needs program are contingent upon my compliance with this Agreement.

___________________________________               __________________________________
Applicant's Signature                                                    Referring Services Agency Staff Signature

___________________________________               _________________________________
Applicant's Printed Name       Referring Services Staff Printed Name

_______________________                 ________________________
DATE         DATE

Cc:   Local Lead Agency
  Special Needs Applicant
  Referring Services Agency

**Attachments:** Supportive Housing Site Visit Checklist
  Crisis Response Plan and Contact Numbers
### MONTHLY SUPPORTIVE HOUSING HOME VISIT CHECKLIST

**Month/Year of Visit:** ________/____/ ______

**Tenant/Consumer Printed Name:** ____________________________________________________

**Address of Rental Unit**_________________ **City:**____________________

**Printed Name of Support Services Staff:** ______________________________________________

**Provider/Referring Agency:** _______________________________________________________

**Phone:**__________________________

1. **Is the unit in a reasonably clean state?** (e.g. are there any health or safety issues?)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Corrective Action Due Date_______</th>
<th>If no, what are next steps for consumer?</th>
</tr>
</thead>
</table>

2. **Is there anything in the housing unit not in good working condition, or in need of repair or replacement?**

   **Please review the list of the following items:**
   - Stove ___ Yes ___ No ___
   - Refrigerator ___ Yes ___ No ___
   - Heating and Cooling Systems ___ Yes ___ No ___
   - Lighting ___ Yes ___ No ___
   - Hot and Cold Water ___ Yes ___ No ___
   - Smoke Detectors ___ Yes ___ No ___
   - Toilets ___ Yes ___ No ___
   - Water leaks ___ Yes ___ No ___
   - Doors ___ Yes ___ No ___
   - Windows ___ Yes ___ No ___
   - Electrical fixtures, electrical outlets ___ Yes ___ No ___
   - Any other items? _____________________________

   **Corrective Action Due Date_______**

   **Has the landlord or property manager been notified of needed repairs via official letter, and if yes, are they making repairs in a timely fashion?**

   | YES | NO | Issue: ___________________________ Date Notified: _____________ |
   |-----|----|---------------------------------|-----------------------------------------|

<p>| YES | NO | Issue: ___________________________ Date Notified: _____________ |
|-----|----|---------------------------------|-----------------------------------------|</p>
<table>
<thead>
<tr>
<th>Issue: ___________________________ Date Notified: ______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no, Corrective Action to be taken:</td>
</tr>
</tbody>
</table>

| ☐ YES  ☐ NO | 3. Does the tenant have the necessary amenities for their home: refrigerator, stove, fan (if no air conditioning), basic furniture (bed, pillow, dresser, chair/couch, lamps, table and chairs), basic kitchen set-up (plates, glasses, utensils, pots and pans); and, basic linens (bath, hand and dish towels, wash cloths, sheets, blankets, pillowcases). |
|---------------------------------------------------------------|
| By When:                                                     |
| Date _______                                                  |
| If no, what are next steps:                                  |
| For consumer?                                                 |
| For Case Manager?                                             |

| ☐ YES  ☐ NO | 4. Is there a record or evidence [receipts, money order stub, etc.] of tenant’s monthly rent and other related utilities [if not included with rent] being paid in a timely manner? |
|---------------------------------------------------------------|
| By When:                                                     |
| Date _______                                                  |
| If no, what are next steps:                                  |
| For consumer?                                                 |
| For Case Manager?                                             |

| ☐ YES  ☐ NO | 5. Consumer Well Being: Does the tenant appear to be in good physical and mental health. |
|---------------------------------------------------------------|
| By When:                                                     |
| Date _______                                                  |
| If no, what are next steps:                                  |
| For consumer?                                                 |
| For Case Manager?                                             |

<p>| ☐ YES  ☐ NO | 6. Are there any tenancy-related issues that may become a problem for the tenant? e.g. problems with other tenants/neighbors; lease violations; issues with the landlord or apartment manager. |
|---------------------------------------------------------------|</p>
<table>
<thead>
<tr>
<th>By When:</th>
<th>If no, what are next steps:</th>
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<tbody>
<tr>
<td>Date______</td>
<td>For consumer?</td>
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<tr>
<td></td>
<td>For Case Manager?</td>
</tr>
</tbody>
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<tr>
<th>□ YES □ NO</th>
<th>7. Are there any changes or new challenges since the last month’s visit?</th>
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<td></td>
<td>Transportation</td>
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<td>Food</td>
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<td>Amenities</td>
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<td>Purchases/Losses</td>
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<td>Social Activities</td>
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<td>Unusual Events</td>
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<td>Police/Landlord visits</td>
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<td>Other</td>
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<th>By When:</th>
<th>If yes, what are next steps:</th>
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<td>Date______</td>
<td>For consumer?</td>
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<td></td>
<td>For Case Manager?</td>
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</tbody>
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<tr>
<th>□ YES □ NO</th>
<th>8. Service or Treatment Plan Update: What progress has been made, or, new challenges developed (per above questions) that need to be addressed in the consumer’s Service or Treatment Plan?</th>
</tr>
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<tr>
<th>By When:</th>
<th>If yes, what are next steps:</th>
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<tr>
<td>Date__________</td>
<td>For consumer?</td>
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<td></td>
<td>For Case Manager?</td>
</tr>
</tbody>
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<thead>
<tr>
<th>□ YES □ NO</th>
<th>9. Has a complete Section 8 Voucher application been submitted to local housing authority(s)? [if applicable to Tenant]</th>
</tr>
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<tr>
<th>By When:</th>
<th>If no, what are next steps:</th>
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<tbody>
<tr>
<td>Date __________</td>
<td>For consumer?</td>
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<tr>
<td></td>
<td>For Case Manager?</td>
</tr>
<tr>
<td></td>
<td>If yes, what is current status on Section 8 waiting list(s)? __________</td>
</tr>
<tr>
<td></td>
<td>Has consumer received a Housing Authority Section 8 waiting list purge/address update notice?  □ YES □ NO</td>
</tr>
<tr>
<td></td>
<td>When is next Section 8 waiting list purge anticipated by the housing authority? Date: __________</td>
</tr>
</tbody>
</table>

**Signatures:**

Support Services Staff: ________________ Printed Name: ________________

Date: ________________

Consumer: ________________ Printed Name: ________________

Date: ________________
Forms for Local Lead Agency’s Special Needs Applicant Files

- Applicant File Checklist  (Note: Applicant files shall include items on this list)
- Attestation of Confirmed Special Needs Applicant Identity  (Note: used to verify Social Security card and Drivers License (or Photo ID) presented by Applicant)
- Attestation of Homelessness  (Note: for clients whose Special Needs Housing eligibility is based ONLY upon homelessness)
SPECIAL NEEDS HOUSING PROGRAM

APPLICANT FILE CHECKLIST     (Dated 8.21.2013)

For SN Applicant:

___ Special Needs (SN) Application Form (all items completed and signed by Applicant and
    Referring Provider/Agency)

___ Attestation of Confirmed Identity

___ Attestation of Homelessness  (for Applicants whose Special Needs Housing eligibility is based ONLY
    upon homelessness)

___ Proof of Special Needs Disability  (Documented evidence of the Special Need, i.e. Diagnosis, SSI
    Disability Letter, etc. from an individual or organization licensed or authorized to provide said documentation)

___ Proof of Income

    Employment Check Stubs (6 months)

    Social Security Award Letter (Supplemental Security Income/SSI or Social Security Admin /SSA)

    Other: ____________________

___ Release of Information (signed by Applicant)

___ Tenant Participation and Responsibility Agreement  (signed by Applicant)

___ Commitment of Services Provision  (signed by Services Provider/Agency -- within
    the Special Needs Application form)

___ Crisis Response Plan with Contact Numbers

___ Applicant Data Entered into LLA Spreadsheet  (for all LIHTC properties qualified for)

After SN Applicant Accepted as Qualified:

___ Client Data Input/Entered into LLA Spreadsheet

    Enter Date Qualified;   Enter Lottery Number

___ SN Letter of Referral sent to Property Manager

___ Proof of required monthly visits:

    i.e. Monthly Supportive Housing Checklist
LETTER OF ATTESTATION OF CONFIRMED SPECIAL NEEDS APPLICANT IDENTITY

(Letter is to be placed on Local Lead Agency or Services Provider Letterhead)

Date of Attestation: _____________________________

To Whom It May Concern

Re:   Attestation of Confirmed Identity

By this Letter of Attestation, I am attesting that the identity of this Applicant named:
_________________________________________________(Person’s full name),
who was born on: _____________ / ______ / _______ (birth day/month/year), and he/she has presented to me two of the following valid and official documents of which one must be a current picture identification document:

_____ Government Issued Birth Certificate (original or certified copy)
_____ U.S. Social Security Card issued by Social Security Administration
_____ Drivers License or ID Card issued by a State with Photo
_____ Voter’s Registration Card
_____ Native American Tribal Document with birth date (e.g. Certificate of Indian Blood)

This Attestation document will remain part of the Applicants file and will be considered proof of the Applicant’s identity for which the Local Lead Agency staff is responsible for in the determination of eligibility of a Special Needs Applicant.

________________________________________________          _______________________
Signature of Local Lead Agency or Services Provider Staff Person

Print Name                                                                           Date

Contact Information for Local Lead Agency or Services Provider:

Name of Local Lead Agency or Services Provider (Printed)

________________________________________________
Address

________________________________________________
City, State, Zip

________________________________________________
Phone Number     (area code/ number)
LETTER OF ATTESTATION OF HOMELESSNESS OF SPECIAL NEEDS APPLICANT

(For Applicants whose Special Needs Housing eligibility is based SOLELY upon homelessness)

Letter is to be placed on Services Provider or Local Lead Agency Letterhead

Date of Attestation: ______________________________

To Whom It May Concern

Re: Attestation of Homelessness or Precariously Housed

By this Letter of Attestation, I am attesting that this Applicant named: _________________________________________________________(Person’s full name),

and that he/she has demonstrated to me they meet at least one of the following conditions of being Homeless or Precariously Housed:

A Household/individual is considered homeless or precariously housed if, without this assistance, he/she/they would have to spend the night in a homeless shelter or in a place not meant for human habitation. This includes:

- Persons living on the street, in emergency shelters, or in transitional housing programs for the homeless;
- Persons with a legal eviction notice, or other similar legal circumstances in which they are to lose their housing imminently; and
- People with disabilities who are inappropriately living in an institution or other facility may be considered homeless if no other housing placement is available or appropriate.

This Attestation document will remain part of the Applicants file and will be considered proof of the Applicant’s homelessness status for which the Local Lead Agency staff is responsible for in the determination of eligibility of a Special Needs Applicant.

________________________________________________          _______________________
Signature of Local Lead Agency or Services Provider Staff Person

                                          __________________________
Print Name                                                                           Date

Contact Information for Local Lead Agency or Services Provider:

Name of Local Lead Agency or Services Provider (Printed)

____________________________________________
Address: ____________________________________________

City, State, Zip: ______________________________

Phone Number   (area code/ number) ________________________
Forms for Lease Up Processes between Local Lead Agency and Property Manager

- Tenant Served 7 or 10 Day Notice of Eviction   [Version 1.30.2013]
New Mexico Special Needs Housing Program

Applicant Proof of Eligibility and Letter of Referral to Property Manager

(Version 6.4.2012)

Instructions: The Special Needs Housing Program must serve persons who meet program regulations and eligibility. All programs must maintain documentation on file to prove an Applicant's eligibility. Note: This form is to be used as a guide for LLA and Property Management staff. It does not serve as a substitute for the required backup documentation that should be collected and maintained in each Applicant's file.

Date Referred to Property Manager: ____________/_______/_______

Property Name: __________________________ Applying for Apt Unit No: _____

Applicant Name: _______________________________________________________

Applicant Contact Information: Phone: (____)_____________

Cell Phone: (____)_____________ Email: ________________________

Other Contact Person: Name: ____________________________ Phone: __________

Proof of Eligibility for Special Needs Housing

___ Documented Verification of SN Disability

___ Applicant for Area Median Income Apartment: (30%) (40%) (50%) (60%) AMI %

___ Bedroom size: __ studio; __ 1; __ 2; __3

___ Commitment of Services Provision signed by Services Provider/Agency

___ Tenant Participation and Responsibility Agreement signed by Applicant

The Local Lead Agency staff making this referral attests that the Applicant named above is eligible and able to pay the rent for the income/size of apartment unit they are applying for; has received an orientation to tenant responsibilities; demonstrates housing readiness and skills for independent living; and, will have the sufficient support services to ensure he/she has a reasonable prospect for successful tenancy, based on the submission of the Support Services Commitment letter.

________________________________________
Signature of LLA Coordinator           Print Name                Date

LLA Contact:   Email: ______________________Office Phone: (____)_________

Cell Phone: (____)_____________
# NOTICE OF VACANCY & REFERRAL OF SPECIAL NEEDS APPLICANT
## FOR LIHTC HOUSING UNIT  
**Version** 8.21.2013

### Notice of Vacancy at LIHTC property:
[To be sent from Property Manager to LLA via Email Attachment or Fax]

- **LIHTC Property Name:** 
- **Address:** 
- **City:** 
- **Property Management Company:** 
- **Printed Name of Property Manager:** 
- **Office Phone:**  
- **Cell Phone:** 
- **Email:**  
- **Fax:** 

#### Date Notice Sent to Local Lead Agency:
[ _______ / _______ / _______ ]

#### Date LIHTC Unit Vacancy Notice will Expire:
[ _______ / _______ / _______  ]  
**Time:** 5:00 pm

#### Date Housing Unit will be ready for Occupancy:
[ _______ / _______ / _______ ]

#### Comments:

#### Area Median Income (AMI) Required:
- [ ] (30%)  
- [ ] (40%)  
- [ ] (50%)  
- [ ] (60%)  

#### Bedroom size:
- [ ] studio  
- [ ] 1  
- [ ] 2  
- [ ] 3

#### Signature of Property Manager:

### Response from Local Lead Agency (LLA):
[To be returned to Property Manager from LLA via Email Attachment or Fax]

- **Acknowledgement of Date Received by LLA:**  
  [ _______ / _______ / _______ ]  
  **Time:** [_____ : _____ (AM/PM)]
- **Printed Name of LLA Coordinator:**
- **Office Phone:** 
- **Cell Phone:** 
- **Email:** 
- **Fax:**

### Attestation from LLA Coordinator of Special Needs Referral Status:

- **Referral Name(s) and Date(s) of each Special Needs Consumer by Local Lead Agency:**
  - **Name of Referral:**  
    **Date:**  
  - **Name of Referral:**  
    **Date:**  
  - **Name of Referral:**  
    **Date:**  
  - **Name of Referral:**  
    **Date:**  

- [ ] Based upon a good faith effort by the LLA to recruit and screen Special Needs Applicants, there are no eligible Special Needs Applicants to refer for this housing unit identified above.

#### LLA Coordinator Signature:
[ _______ / _______ / _______ ]

### Attachment for each Referral:
- Applicant Proof of Eligibility and Letter of Referral
NOTIFICATION THAT TENANT SERVED NOTICE OF 7 or 10 DAY EVICTION FROM LIHTC PROPERTY  (Version dated 1.30.2013)

[Form to be sent from Property Manager to LLA via Email Attachment or Fax]

LIHTC Property Name: __________________________________________________
Address: ______________________________________  City___________________

Date 7 Day Notice Served to Tenant:
__________/______/________   Time:    ________AM/PM

2nd 7 Day Notice for this Tenant: ___ Yes   ___ No
Type of Issue: ______________________________________________________________

Date Notice Sent to Local Lead Agency: ___________/_____/_____
Date Copy Sent to On-Site Services Coordinator (if applicable): ___________/_____/_____
Action Taken:   ______________________________________________________________
Resolved:  ___ Yes   ___ No

Date Local Lead Agency notified Tenant’s Services Provider/Agency:
            ___________/_____/______ Time: _____:_____(AM/PM)
SN Tenant Name:  ______________________________________________
Apartment No./Housing Unit: _________

Printed Name of LLA Coordinator: ____________________________________________
Office Phone: __________________________  Cell Phone: ______________________
Email: _______________________________ Fax: __________________________

Property Management Company ________________________________________________
Printed Name of Property Manager ____________________________________________
Office Phone: __________________________  Cell Phone: ______________________
Email: _______________________________ Fax: __________________________

Signature of Property Manager: ______________________________________________

Attachment:  Copy of 7 or 10 Day Notice Served
Agreements for the Local Lead Agency and Housing Project Owner/Developer

- Initial Letter of Commitment for Special Needs Use Certification – signed by Housing Owner/Developer
- Special Needs Set Aside Agreement (Final) signed by Local Lead Agency and Project Owner/Developer
- Local Lead Agencies Annual Scope of Work Agreement
I have read and understand to the definition of “Special Needs Household” and “Local Lead Agencies (LLAs)” as defined in the 2013 Qualified Allocation Plan.

By signing this certification, ____________________ (Project Owner) commits to reserve units for Special Needs Households as outlined below and in the attached Special Needs Housing Set-Aside Agreement.

☐ 20% of the Units Set-Aside as Special Needs Units. In addition, Project Owner commits to rent restricting 50 percent of the Special Needs Units at 30 percent of AMI, or, at 30 percent of tenant’s income via a rental assistance contract. (20 points)

☐ 5% of the Units Set-Aside (5 points)

“Reserved” will mean that the units may not be rented to other households unless the unit has been marketed for 30 days and no qualified households have been referred by the Local Lead Agency (LLA).

LLA(s) will be identified for the geographic area and for the Project by the New Mexico Behavioral Health Collaborative.

The Project Owner commits to having a signed Special Needs Housing Set-Aside Agreement with the LLA, substantially similar in content and purpose as the attached sample agreement, at Carryover Allocation for the Project. **Failure to sign the Special Needs Housing Set-Aside Agreement may result in a cancellation of the Tax Credit Reservation.**

Date

_______________________________________________

Project

_______________________________________________

Project Owner

_______________________________________________

Title
Special Needs Housing Set-Aside Agreement Between
Local Lead Agency and Project Owner/Developer

Dated: June 19, 2012 for 2013 QAP

WHEREAS, _____________(“Project”), more particularly described in Exhibit A, was awarded Low-Income Housing Tax Credits (“LIHTC”) assistance from the New Mexico Mortgage Finance Authority (“MFA”) to construct or rehabilitate ___[# of units]___ apartment units in _____________, New Mexico; and

WHEREAS, _____________ (the “Project Owner”) committed to reserve ________ percent (____ %) of the total units (“Special Needs Units”) to individuals/households that meet the definition of “Special Needs Household” as defined in the 2013 State of New Mexico Housing Tax Credit Program Qualified Allocation Plan (“QAP”) eligible and

WHEREAS, _____________(the “Local Lead Agency”) provides, coordinates or contracts with agencies that provide direct community-based services in the _____________ County area to these populations; and

WHEREAS, the Local Lead Agency seeks to expand and support supportive housing opportunities for Special Needs Households (SNH) in their communities, and

WHEREAS, there are certain terms contained within this Special Needs Housing Set-Aside Agreement (“Agreement”) that are capitalized shall be defined in the manner set forth in such Glossary attached as Exhibit B, the QAP, or Section 42 of the Internal Revenue Code, and

WHEREAS, the Project Owner may have special conditions pertaining to the Project that are unique and such conditions and any requirements of those conditions are contained and set forth in Exhibit C (included, only if applicable),

NOW, THEREFORE, the Project Owner and the Local Lead Agency agree to the following roles and responsibilities regarding the ____[# of units]____ Special Needs Units reserved within Project for Special Needs Households.

PROJECT OWNER

The Project Owner shall:

Set-aside ___[# of units]___ of Special Needs Units for persons eligible as described in the QAP and referred by the Local Lead Agency.

A. Assure that the _________[# of units]____ Special Needs Units will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from any other unit in the Project.

B. Assure that the _______ [# of units]___ Special Needs Units remain available to eligible members of the Special Needs Household population and that the purposes and provisions of this Agreement are maintained through the Compliance Period as defined in Section 42 of the Internal Revenue Code, as amended and any Extended Use Period.
C. Meet with the Local Lead Agency and Property Manager to facilitate initial lease up of Special Needs Units; work jointly with the Local Lead Agency and Property Manager in developing the initial lease up calendar of target dates; and ensure ongoing and effective communication between all parties to this agreement.

D. Promptly notify the Local Lead Agency and Property Manager, via email and phone, of any updates, delays or anticipated delays of the construction, delivery and issuance of certificate of occupancy for the Special Needs Units during the initial lease up phase of the property.

E. Assure that arrangements outlined in this Agreement are maintained through the Compliance Period and Extended Use Period for the Special Needs Units.

F. Provide or made to be provided reasonable accommodations/modifications as required under the provisions of the Fair Housing Act (“FHA”), Section 504 of the Rehabilitation Act of 1973 (“Rehab Act”), the Americans with Disabilities Act (“ADA”) and any other current local or state fair housing laws with which Projects are already expected to comply.

**LOCAL LEAD AGENCY**

The Local Lead Agency shall:

- Pre-screen Special Needs applicants and make best efforts to assure that applicants referred to Project Owner or Property Manager for tenancy in the Special Needs Units:
  - Are members of the eligible population as defined herein,
  - Do not have household income in excess of applicable LIHTC limits for the property,
  - Have sufficient income to cover rent and tenant-paid utilities, and
  - Appear able to uphold his or her responsibilities under the lease as participants in this program.

Refer SNU Applicants to Project Owner or Property Manager for the duration of the Compliance Period and Extended Use Period. The Local Lead Agency must provide a standard letter of referral for each household referred to live in a Special Needs Units.

- Work with SNU Applicants to obtain and submit to Project Owner or Property Manager required supporting documentation such as sources of income and birth certificates, and
- Consistently maintain a waiting list for SNU Applicants eligible to reside in the Special Needs Units so that SNU Applicants can be referred according to agreed upon time frames to Project Owner or Property Manager for vacant Special Needs Units based upon the number of units specified in the application to MFA and LIHTC Land Use Restriction Agreement. If requested by Property Manager, Local Lead Agency shall provide Property Manager with a copy of the waiting list, and updates to the waiting list shall be provided as reasonably requested by Property Manager.
- Assist the referred SNU Applicants in the application process, including requesting and negotiating Reasonable Accommodations and Modifications as described in the FHA, the Rehab Act, and the ADA.
- Ensure that support services will be provided by the Special Needs Household’s referring or designated services provider organization. Support services will be available to Special Needs Households on an as requested basis; are not a condition of tenancy but shall be provided as needed to support successful tenancy; and, as indicated by the Tenant’s Services Plan jointly developed by the tenant and provider/organization. It is understood and agreed that these supportive services are not the responsibility of the Property Owner or Property Manager. If the designated services provider organization fails to provide the necessary services, the Local Lead Agency will intervene to avert
eviction of the tenant; and, then assist the tenant in securing and designating another services provider organization.

- Facilitate communication with the Project Owner or Property Manager by designating and maintaining, in the event of staff turnover, a named individual as the tenant services liaison on matters related to units reserved for Special Needs Households.

**PROPERTY MANAGER**

The Project Owner shall cause the Property Manager to:

A. Provide a copy of the tenant selection plan to the Local Lead Agency.
B. Promptly notify the Local Lead Agency via date and time stamped written or email communication, whenever the Property Manager becomes aware that a Special Needs Units is, or is becoming, available, including at initial occupancy and vacancy turnover.
C. Promptly notify the Local Lead Agency via email and phone, of any updates, delays or anticipated delays of the construction, delivery and issuance of certificate of occupancy for the Special Needs Units during the initial lease up phase of the property.
D. Meet with the Local Lead Agency and Project Owner as needed to facilitate initial and ongoing lease up of Special Needs Units; work jointly with the Local Lead Agency in developing the calendar of initial lease up target dates; and ensure ongoing and effective communication between all parties to this agreement.
E. Participate in any Community Stakeholder meetings at the initial Project lease up phase and as necessary thereafter to facilitate access to Special Needs Units.
F. Screen all tenants referred by the Local Lead Agency using its established nondiscriminatory screening criteria.
G. Work with Local Lead Agency to obtain all required supporting documentation from tenants.
H. Comply with all applicable federal, state and local laws regarding fair housing and nondiscrimination.
I. Include language on Reasonable Accommodations under the Fair Housing Act and other relevant statutes and regulations on its application for tenancy.
J. If more than one unit is available, owner shall allow tenant to select between units for which they meet tenant selection plan criteria.
K. In the event a Special Needs Household from the Local Lead Agency’s Special Needs Household housing waiting list does not meet the established criteria, the Property Manager shall notify the SNU Applicant and the Local Lead Agency within three (3) working days of referral and entertain requests for Reasonable Accommodations in accordance with State and Federal Fair Housing Law and the provisions of this Agreement. SNU Applicants shall be provided with an opportunity to appeal a rejection to the extent that the SNU Applicant is entitled to that right under the FHA, Rehab Act, or the ADA. The Property Manager shall not be obligated to provide the Local Lead Agency with any personal information concerning the SNU Applicant if the SNU Applicant does not consent to the release of same.
L. Referral Process:

1. **During the Initial Lease Up period**, the Property Manager will notify the Local Lead Agency via date and time stamped written or email communication of Special Needs Units to become available 30 days in advance of unit availability. The Local Lead Agency will refer one or more Special Needs Households for application within the following established deadline:
   - For developments with a set aside of 4 units or fewer referrals must be made within 7 business days after receipt of written or email notice from the Property Manager.
For developments with a set aside of 5 or more units referrals must be made within 14 business days after receipt of written or email notice from the Property Manager. The Property Manager must accept a qualified Special Needs household referred within 30 days of date that notice of unit availability was delivered to the Local Lead Agency, prior to accepting any other applicant for such unit. Property Managers who are under tight deadlines to meet their tax credit deadlines can negotiate with Local Lead Agencies to increase the timeliness of referrals.

2. After the Initial Lease Up period, when a unit reserved for Special Needs Households becomes available, if the Local Lead Agency refers one or more Special Needs Households within a reasonable period not to exceed 7 days after receipt of written notice from the Property Manager of notice of unit availability, the Property Manager must accept or decline such Special Needs Household referrals prior to considering any other applicant(s) for such unit.

3. If the Local Lead Agency is unable to provide a referral within the allotted period, it may exercise its rights to extend the period it has to make preferential referrals for up to 25 additional days. In this case, the Property Manager is compelled to refrain from renting the unit to a tenant other than a SNU Applicant for an additional period of up to 25 days. However, in this case the Local Lead Agency must offer to compensate the Project Owner for the loss of rental income for a period of up to 25 days. If the unit is rented earlier than 25 days after it is vacated, the Local Lead Agency is only obligated to compensate the owner for the period of time between the end of the last lease and the beginning of the next lease, regardless of whether the Local Lead Agency used the full 25 days to make its referral.

4. Any notice of rejection of a SNU Applicant must be provided in writing to the SNU Applicant and to the Local Lead Agency, must provide the reason(s) for rejection in sufficient detail to permit the SNU Applicant to understand and respond to the rejection, must provide an opportunity for an informal conference, and must include a statement that if the reason(s) for rejection are related to a disability, a request for Reasonable Accommodation may be presented at or before the informal conference, provided that the Property Manager shall not be obligated to provide the Local Lead Agency with any personal information concerning the SNU Applicant if the SNU Applicant does not consent to the release of same. The determination of whether the accommodation request is reasonable and whether the request will influence the SNU Applicant’s eligibility determination is to be made within one week.

5. If there is no Reasonable Accommodation that will improve the SNU Applicant’s eligibility determination, and the Local Lead Agency finds that the Project Owner met his obligations to participate in a process to reach a reasonable accommodation, the owner may proceed to consider the other SNU Applicants, if any, that were referred by the Local Lead Agency.

6. If all SNU Applicants that were referred in the initial referral period (or the 25- day extension exercised by the Local Lead Agency) are declined (and given their right to a seven-day period to work out a reasonable accommodation) the unit may be rented to any applicant eligible for the unit under tenant selection restrictions imposed by MFA. The next available unit in the property will be made available for referral for a SNU Applicant from the Local Lead Agency’s Special Needs Household waiting list. The Property Manager is not required to hold a unit if the SNU Applicant fails to provide needed information (for example, verification of income) within 10 calendar days. The Property Manager is not obliged to accept a referred SNU Applicant unless the SNU Applicant is acceptable in accordance with the Property Manager’s standard nondiscriminatory resident selection criteria (which must be applied consistently to all applicants for all units in the property).
M. Facilitate communication with Local Lead Agency by designating and maintaining, in the event of staff turnover, a named individual as the primary contact on matters related to the Special Needs Units.

All Parties

All parties to this Agreement agree:

A. The Local Lead Agency, Property Manager and Project Owner will work jointly to ensure ongoing and effective communication is maintained at all times between all parties to this Agreement.

B. That the Local Lead Agency is responsible for communicating as needed with the Project Owner and Property Manager to ensure timely referrals of qualified SNU Applicants to available Special Needs Units.

C. That the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to Fair Housing are the responsibility of the Project Owner and Property Manager.

D. That tenant participation in supportive services will not be a condition of tenancy.

E. That, in the event that disagreements or difficulties arise between the parties to this Agreement that they are unable to resolve through open and cooperative dialogue, they will seek assistance in resolving these conflicts through conference with the New Mexico Behavioral Health Collaborative’s designated Statewide Entity (SE) responsible for contracting with Local Lead Agencies, and, a representative of MFA.

F. That the terms of this Agreement for the Project prepared jointly by the Project Owner, Property Manager and Local Lead Agency as well as any attachments specified are hereby incorporated by reference.

Term

A. The initial term of this Agreement is three years.

B. The Project Owner (and its successors or assigns) shall accept renewals of this Agreement, if offered by the Local Lead Agency (and its successors or assigns) on substantially the same terms, for a term (or terms) not to exceed the duration of the Compliance Period and Extended Use Period.

C. Neither expiration nor termination of the Agreement shall relieve the Project Owner of any of its obligations under leases with Special Needs Households.

Ability to Assign

A. The Local Lead Agency may not assign this Agreement without the prior written consent of the Statewide Entity and the MFA, which consent shall not be unreasonably withheld.

B. The Project Owner may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of the Project Owner’s business, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement and has received approval from the MFA.

C. The rights and obligations of this Agreement shall bind and benefit any successors or assignees of the parties.
Default

A. Default on the terms of this Agreement by the Project Owner shall constitute a default under one or more of the Land-Use Restriction Agreements pertaining to the Project under the Low Income Housing Tax Credit regulatory agreements.

B. Both parties are required to notify one another, MFA, the Behavioral Health Collaborative and the Behavioral Health Collaborative’s designated Statewide Entity responsible for contacting with the Local Lead Agencies in the event a default has believed to have occurred.

In Witness Whereof, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date written below.

Project Owner:

________________________________________
By: _____________________         Date:__________

   Executive Director

Local Lead Agency:

By: _____________________         Date: _________

   Executive Director

Attachments:

Property description including the specific mix of units designated as reserved units for Special Needs Household, any adaptability or accessibility features and /or assistive technology beyond the required minimums.

Contact information for all parties to this Agreement

Exhibit A: Property Description

Exhibit B: Glossary of Terms

Exhibit C: Special Conditions (if applicable)
LOCAL LEAD AGENCY  
ANNUALS COPE OF WORK AGREEMENT  

FY14 July 1, 2013 – June 30, 2014  
[Dated 8.21.2013]  

BETWEEN: Local Lead Agency and [Managed Care Organization]

The Provider shall perform the work outlined in the Scope of Work; which is hereby incorporated and made a part of the Agreement:

FUNDING STREAM INFORMATION  

Funding Stream: BB20 SGF

This agreement is made and entered into, by and between The ___________ (“__” or “Contractor”) a corporation for itself collectively referred to as “Contractor”) and United Behavioral Health, Inc. d/b/a as OptumHealth New Mexico, Inc. (“OHNM”) a New Mexico corporation, in agreement of this contract that shall be effective on the date set forth as the Effective Date herein on the Execution Page of this Agreement re: _______________ designated as a “Local Lead Agency” (LLA) for _______ County, and thereby performing as such as designated below.

PURPOSE OF AGREEMENT  

WHEREAS, OHNM contracts for the management of Local Lead Agencies related to Supportive Housing development and access to special needs units under its contractual obligations to the Behavioral Health Purchasing Collaborative, New Mexico Human Services Department and LOD #45.

WHEREAS, The Contractor represents and warrants that it has the necessary administrative capacity for the local implementation, administration and delivery of services as a Local Lead Agency in _________ County, New Mexico, in accordance with the Terms of this Agreement.

WHEREAS, the below Low-Income Housing Tax Credits (LIHTC) properties were awarded tax credits by the New Mexico Mortgage Finance Authority (MFA) with the specified number of special needs (SN) units that meet the definition of ‘Special Needs Household (SNH)’ as defined in the State of New Mexico Housing Tax Credit Program’s Qualified Action Plan (QAP) Year designated. And are the responsibility of the Local Lead Agency noted herein:

<table>
<thead>
<tr>
<th>County</th>
<th>LIHTC Property</th>
<th>No. of Special Needs Units</th>
<th>QAP Year Requirements</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
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Funds are subject to change.

WHEREAS, Contractor, as the designated “Local Lead Agency” in ____________County provides, coordinates or contracts with other support service agencies that provide direct community-based services in the County to these populations; and

WHEREAS, Contractor seeks to expand and support supportive housing opportunities for homeless or Special Needs Households (SNH) in their communities as provided below.

NOW THEREFORE:

Scope of Services

- The SE will provide ________________dollars [$_________] as LLA Stipends representing $750.00 per “special needs housing unit” for the continued oversight and management of the unit lease up in the above listed housing developments; plus, $1,000 to conduct and staff Supportive Housing Learning Community (SHLC) meetings for the Counties cited above. These LLA Stipends and Supportive Housing Learning Community funds will be available for monthly disbursement via submittal of the LLA Database two times a year; and, adequate documentation of ongoing LLA administrative activities and SHLC meetings. Said LLA stipends can be used for but are not limited to payment of the LLA to: a) for support staff to attend LLA trainings; b) conduct community outreach, education and awareness about available special needs housing units; and c) administer intakes, conduct screenings, manage waitlists and process referrals to the LIHTC project property manager; d) pay a portion of Full Time Employee (FTE) salary directly related to administration and oversight of LLA roles and responsibilities; e) pay travel expenses related to LLA roles and responsibilities; f) provide move in assistance for Special Needs tenants (to include deposits, utilities, acquisition of furniture and household goods), and, g) other necessary expenditures in connection with LLA roles and responsibilities as pre-approved by the SE. In exchange, Contractor shall provide the following services:

Pre-Screen & Refer Applicants; Maintain Waiting List; Provide Services

- Pre-screen Special Needs applicants and make best efforts to assure that applicants referred to Owner or Owner designated Property Manager for tenancy in the units reserved for Special Needs Households:
  o Are members of the eligible population as defined herein,
  o Do not have household income in excess of applicable LIHTC limits for the property,
  o Have sufficient income to cover rent and tenant-paid utilities, and
  o Appear able to uphold his or her responsibilities under the lease as participants in this program.
- Request that the Referring Services Provider, in collaboration with Local Lead Agency, determine the applicant’s capacity for living independently with support services and maintaining their supportive housing unit
- Ensure that an assessment of service needs is conducted by the Referring services provider for the prospective special needs applicant in order that services related to the assessment and the applicant’s needs are provided
• Coordinate Releases of Information for the Special Needs applicant as necessary for purposes of applying for special needs housing units and ensuring adequate services are provided for special needs tenants
• Meet with the local special needs Housing Developer and their designated Property Manager a minimum of 3 months prior to LIHTC project construction completion to ensure ongoing and effective communication; and, to develop a lease up calendar of target dates in the initial housing project lease up phase to facilitate timely initial lease up and turnover of Special Needs units.
• Refer eligible Special Needs applicants to the Owner or Owner-designated Property Manager for the duration of the Compliance Period and Extended Use Period. The (LLA) must provide a standard letter of referral for each household referred to live in a permanent supportive housing unit
• Work with applicants to obtain and submit to Owner or Property Manager required supporting documentation such as sources of income and birth certificates
• Consistently maintain a waiting list for applicants eligible to reside in the units reserved for Special Needs Households so that applicants can be referred according to agreed upon time frames to Owner or Owner-designated Property Manager for vacant permanent supportive housing units, based upon the number of units specified in the application to MFA and LIHTC Land Use Restriction Agreement. If requested by Property Manager, the Local Lead Agency shall provide Property Manager with a copy of the waiting list, and updates to the waiting list shall be provided as reasonably requested by Property Manager.
• Assist the referred applicants and their Referring Services Provider, in requesting and negotiating Reasonable Accommodations and Modifications as described in the Fair Housing Act of 1968, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and other Federal or State regulations that relate to consumers and fair housing.
• Make certain that support services will be provided by the Special Needs tenant’s referring or designated services provider organization. Support services will be available to Special Needs households on an as requested basis; are not a condition of tenancy; but shall be provided as needed to support successful tenancy; and, as indicated by the Tenant’s Services Plan jointly developed by the tenant and provider/organization. It is understood and agreed that these supportive services are not the responsibility of the Owner or Property Manager. If the designated services provider organization fails to provide the necessary services, the Local Lead Agency will intervene to avert eviction of the tenant; and, then assist the tenant in securing and designating another services provider organization.
• Facilitate communication with the Owner or Owner designated Property Manager by designating and maintaining, a named individual within the Local Lead Agency staff as the Tenant Services Liaison for each LIHTC property that has more than ten (10) Special Needs Units, on matters related to units reserved for Special Needs Households.

Manage Tenant Referral Process for SNH Units

• Track SNH units in ____________ County and facilitate the timely and appropriate referral of prospective SNH tenants to available units.
• Establish a process and requirements utilizing existing resources to the extent possible for outreach to potential tenants;
• Establish appropriate screening procedures to ensure applicants are eligible for SNH and implement housing preferences;
• Manage tenant selection to maximize housing choices and options for eligible SNH applicants;
• Manage a SNH database for ongoing contacts with applicants so that they may be kept up to date with new SNH developments and their waiting list status;
• Provide housing readiness information for potential SNH tenants and referring organizations;
• Ensure applicants are referred to units that are a good match in terms of location, access to services, rent affordability and other applicant preferences; and
• Manage the SNH tenant referral process such that required timeframes for initial lease up and vacancy turnover are met.

Other Responsibilities

• The LLA shall follow the policies and procedures as outlined in the Local Lead Agency Operations Manual, dated November 2010, the Local Lead Agency Operations Manual and Forms Update as amended February 28, 2013; and any subsequent policy amendments issued.
• The LLA shall maintain multiple methods of access and communication on behalf of the local community including phone and fax; providing 2 agency persons contact email addresses available to receive and respond to calls and inquiries; and, that the LLA shall endeavor to respond to inquiries within 48 hours of contact or sooner. The LLA shall have an accessible agency web site in which the LLA informational brochure and special needs application shall be continually posted.
• Submit requested data to OHNM and Behavioral Health Purchasing Collaborative on special needs units referrals, access to services and summary data on tenants;
• Maintain and update as needed a primary contact log for each LIHTC property containing the name and contact information for lead staff of the Developer, Property Manager and LLA agency including the LLA’s Tenant Services Liaison if applicable.
• For new LIHTC property lease up processes, the LLA will develop a lease up calendar of target dates in the initial housing project lease up phase based upon the housing developer’s projected construction completion date and target lease up date for LIHTC purposes. This lease up calendar shall include dates for a Community Stakeholder Meeting; deadlines for receipt of SN applications; lottery date and target lease up dates, and any other relevant dates. This calendar of target dates, shall be updated as needed depending upon any changes in the project construction timetable.
• Ensure the LLA lead staff and direct SN placement staff attend Fair Housing Trainings a minimum of once every two years to acquire and maintain a working knowledge of Fair Housing and Reasonable Accommodations and Reasonable Modifications (RA/RM) regulations to be able to support the prospective SN tenant in requesting a RA/RM and the referring services provider in guiding the SN tenant.
• In each calendar year, acquire the annual updated LIHTC fair market value rents and income chart for each LIHTC housing project in the County that the LLA is responsible for from the Property Manager, OHNM, BHSD or Mortgage Finance Authority staff.
• Participate in LLA orientation and ongoing supportive housing trainings as requested by OHNM, and, BHSD staff.
• Participate in Statewide Local Lead Agency provider conference calls as requested by OHNM, BHSD staff.
• To the extent resources are available, assist potential SNH tenants (on a case by case basis) with appropriate expenses associated with moving in and establishing a tenancy (i.e. security deposit, first/ last months rent, utility hookup fees, moving expenses, basic furnishings);
• Ensure outreach to and engagement of all prospective SNH tenants to announce the availability of SN units in the community including posting of a newspaper ad in the local county newspaper, posting information on other local community websites as appropriate, and communicating via established community email groups;
Create and lead a Supportive Housing Learning Community (SHLC) or practitioner group in __________ County using the first local Community Stakeholder Group attendees and invitees for the initial formation. This county-wide Supportive Housing Learning Community shall be inclusive of all disability advocacy groups and services provider agencies in that county that serve the Special Needs population, as defined for each LIHTC property according to the LIHTC Qualified Action Plan.

The SHLC will meet as often as necessary, typically a minimum of two times a year, or, more frequently if needed, to facilitate and support equal access to special needs housing units for all prospective SNH tenants. The SHLC’s goal will be to ensure that Referring Services Providers and advocacy groups have the knowledge, tools and resources to provide special needs tenants with the services and supports they need to be successful. This will be accomplished through the convening, facilitation and guidance by the Local Lead Agency (LLA) and the active participation of all providers, advocacy groups and peers who serve the SNH population to: a) share lessons learned and evidenced-based best practices in supportive housing; b) fair housing and reasonable accommodations/modifications rules and regulations; and, c) local community resources available for move in expenses, household goods and eviction prevention. The LLA shall submit Sign In Attendance Sheets and the Agenda for each Supportive Housing Learning Community meetings on a quarterly basis to OHNM by December 31, and June 30.

To the extent resources are available; perform the aforementioned Local Lead Agency services for other non-LIHTC special needs housing programs such as U.S. Housing and Urban Development special voucher allocations.

MAINTAINING RECORDS AND SITE MONITORING VISITS

The LLA shall maintain all relevant records, and make available for review if requested, the following documents, including but not limited to: the LLA's special needs housing marketing brochure; newspaper advertisement(s) of special needs application process citing the open and close dates for receipt of applications; all special needs housing referral applications submitted to the LLA for review; the list of special needs applicants eligible for inclusion in the lottery; the special needs application lottery results list; and the LLA data base which is updated on a continual basis.

A LLA site monitoring visit will be conducted by the SE and BHSD/HSD staff on an as needed basis to determine any technical assistance, training or resources required to ensure appropriate documentation, and optimum services and supports are provided for special needs tenants served by the LLA.

COMPENSATION

The SE (Statewide Entity) or MCO shall enter into contractual agreement with the Behavioral Health Services Division (BHSD), the Payer, to compensate the Provider for services delivered by Provider. BHSD is financially responsible for compensation to the SE so that the SE may reimburse the Provider. The SE functioning as the payer for BHSD will reimburse the Provider only after they have received appropriate financial compensation.
Provider’s State Allocation for this program shall be sent out to Provider under a separate notice of State Allocation. Such State Allocation may be unilaterally changed from time to time, and is subject to funding availability by the State and/or federal funding. The State Allocation is contingent upon satisfactory completion of the requirements defined in the Agreement and this Scope of Work, reporting deliverable(s), and availability of state and/or federal funds. Regardless of the Provider’s invoicing method all services billed are subject to the State Allocation as set forth in Provider’s notice thereof.

Final payments of the amounts due under this Agreement to the Provider shall operate as a release of the SE/MCO, their officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

REPORTING REQUIREMENTS

The Contractor will be required to submit all requested program and financial reports to the SE/MCO according to the attached Exhibits; and/or, reports using an approved format developed by the SE and BHSD and generated by a vendor management system.

The Contractor will be required to continually maintain and update a SNH/Local Lead Agency Data Base (Exhibit I) that tracks consumer referrals and placement in special needs housing; and, submit reports bi-annually to OHNM to cover reporting periods July 1 to December 31 and January 1 to June 30. Failure to submit reports in a timely manner may result in termination of this contract.

INVOICE

Provider agrees to utilize the BHSD approved Statewide entity invoicing system, or, the BHSD approved Workbook and backup documentation. Provider agrees to draw down program funds according to the procedures and minimum frequency approved for this program and to provide all required reporting and backup documentation related thereto. If the Provider’s Invoice and documentation is not properly completed and submitted it may cause the Provider’s reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically.

The Provider shall submit a completed invoice to the SE for services provided within 30 days of services rendered in the prior month. Reimbursement of invoices submitted more than 30 days after services are rendered will be subject to approval by the BHSD Program Manager, and possible denial of reimbursement.

Source documentation substantiating the invoice shall be made available to OHNM without notice, and Records and Financial Audits related to this Agreement shall made available for inspection. The Provider shall be responsible for paying employer and employee portions of FICA, as well as any other applicable federal, state and local taxes.

PROJECT DURATION

The term of this MOU is from July 1, 2013 to June 30, 2014, and becomes effective upon execution by both parties. This Agreement may be extended beyond June 30, 2014 for up to two years from the initiation date above, upon agreement by both parties to ensure administrative responsibilities related to Local Lead Agencies are accomplished by Contractor.
In the event the Contractor is not performing the essential functions, duties and responsibilities of a Local Lead Agency as outlined herein, OHNM shall reserve the right to sever this agreement prior to the stated expiration date via 30 days written notice and will not automatically renew any annual contracts.

All exhibits attached are incorporated into this Memorandum of Understanding by this reference.

Exhibit I:    LIHTC Local Lead Agency Database
APPENDICES

- Local Lead Agencies Contact Information and LIHTC Properties
New Mexico Local Lead Agencies Contact Information

And Low Income Housing Tax Credit (LIHTC) Properties 2009 – 2013

(Handout)