

Planning & City Council



MEMORANDUM OF UNDERSTANDING

Neighborhood Service Organization and 1214 Griswold Apartments, LLC

This Memorandum of Understanding ("MOU") confirms the general understandings between 1214 Griswold Apartments, LLC ("Owner") and Neighborhood Service Organization ("NSO") for the purpose of assisting in moving residents of 1214 Griswold, Detroit, Michigan to new living arrangements. Additional details will be agreed upon in writing by Owner and NSO from time to time to assure the effective implementation of the services described below.

RESPONSIBILITIES AND EXPECTATIONS

NSO is committed to making the transition for residents of 1214 Griswold as smooth as practical and to ensuring that the needs of the residents are met in the new locations. NSO is responsible for all activities listed in the attached scope of services, labeled "1214 Griswold Plan of Action."

Under this MOU, Owner agrees to collaborate with NSO by:

- Providing access to residents
- Publicizing NSO's willingness to assist to all residents
- Reimbursing NSO for costs reasonably incurred pursuant to the attached budget, labeled "Griswold Costs to Owner."
- Making reasonable efforts to pay other costs listed on the attached "1214 Griswold Residents Assistance Program" within the limits set forth therein. NSO shall regularly provide Owner its recommendations for the type and amount of assistance to be provided at Owner's cost to residents of 1214 Griswold consistent with the 1214 Griswold Residents Assistance Program and shall, on at least a weekly basis, provide Owner with a written update on the benefits to be provided each resident and a detailed report on the past and projected costs of providing such benefits compared to the funding available from Owner to pay such benefits.

HOLD HARMLESS AGREEMENT

Both parties agree to indemnify and hold each other harmless from and against any and all claims, liabilities or damages arising from each party's performance of its obligations under this agreement, including the reasonable costs of litigation and reasonable counsel fees.

TIME PERIOD

This MOU shall remain in effect from the date of signing through March 31, 2014 unless modified in writing before that date.

TERMINATION

This MOU may be terminated in whole or in part by either party without cause. Thirty-day written notice of termination shall be given in writing and shall be sent via certified mail with return receipt requested or registered mail with return receipt requested.


INSURANCE

NSO shall, at its own expense, during the term of this MOU, continually maintain in force appropriate property and professional liability insurance (to the extent regularly carried by NSO) in amounts and with policy limits commensurate with the potential liability in light of the scope of services of this MOU. Proof of Workmen's Compensation coverage must be provided by NSO to Owner throughout the duration of this MOU.


MARKETING

NSO and Owner shall not undertake any marketing, advertising, sales or enrollment activities pertaining to the other party's services, without prior written consent.

The individuals signing this agreement certify by signature that he or she is authorized to enter into this agreement on behalf of the organization. By signing, the undersigned parties understand and agree to the terms outlined in the agreement.



Authorized representative of
1214 Griswold Manager, LLC,
Manager of 1214 Griswold Apartments, LLC



William Weld-Wallis
Chief Operating Officer
Neighborhood Service Organization

November 12, 2013

November 12, 2013

Attachments:

1. 1214 Griswold Plan of Action.
2. Griswold Costs to Owner
3. 1214 Griswold Residents Assistance Program

1214 Griswold Plan of Action

Key/Activities	Responsible Staff
Identify housing options	UCHC
Extend HCV use deadlines	UCHC
Fully outreach and assess	NSO PATH case managers, with volunteer Nursing and Medical students
Fully house older adults with mental health service needs and/or significant transition issues. Ensure appropriate mental health and if needed, medical follow up.	NSO OAS
Request financial assistance from owner	NSO PATH case managers or NSO Housing case managers or OAS
Provide financial assistance	Owner

<p>Goal 1 Provide Outreach w/ Assessment to 100% of residents at 1214 Griswold</p>	<p>Objective 1.1 PATH case managers will provide brief PATH Assessment and consumer consent for services, and The Honest Monthly Budget to determine requested financial assistance</p> <p>Objective 1.2 Nursing and Medical students will provide Independent Living ADL assessment</p> <p>Objective 1.3 As identified by PATH Assessment, ADLs, PATH case managers may link consumers to ConsumerLink and Carelink via Pioneer and make referral to OAS</p> <p>Objective 1.4 PATH case managers will provide goal plan</p> <p>Objective 1.5 PATH case managers will provide referrals for social service programs to meet identified needs (i.e. DHS)</p> <p>Objective 1.6 PATH case managers will identify transportation needs for housing search and meet that need (if it exists) at the conclusion of the assessment</p>	<p>Timeframe 1.1 – 1.6 November 1, 2013 – January 1, 2014</p>
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<p>Goal 2a Provide housing assistance to 100% of residents identified for OAS</p>	<p>Objective 2a.1 PATH case managers will provide assessment outcomes to OAS</p> <p>Objective 2a.2 OAS will work with the resident toward their housing goal, providing assistance in finding alternate mental health and/or medical resources as needed</p> <p>Objective 2a.3 OAS will request financial assistance from the owner's representative, using PATH's Honest Monthly Budget as a guide</p>	<p>Timeframe 2a.1 – 2a.3 December 1, 2013 – April 1, 2014</p>
<p>Goal 2b Provide housing assistance to 100% of residents identified for Housing assistance</p>	<p>Objective 2b.1 PATH case managers will provide assessment outcomes to Housing case managers</p> <p>Objective 2b.2 Housing case managers will work with the resident and UCHC in identifying properties</p> <p>Objective 2b.3 Housing case managers will inspect the new properties using HQS</p> <p>Objective 2b.4 Housing case managers will request financial assistance from the owner's representative, using PATH's Honest Monthly Budget as a guide</p> <p>Objective 2b.5 Housing case managers will provide HMIS Exit to PATH Program Manager</p>	<p>Timeframe 2b.1 – 2b.4 December 1, 2013 – April 1, 2014</p>

The PATH Assessment Process

A PATH case manager along with a volunteer Nursing or Medical student will provide the following one-time assessment:

PATH Assessment (15 minutes)

Purpose: confirms eligibility PATH can provide assistance (this may help defray some of the cost to the owner)

Consent for services (5 minutes)

Purpose: allow NSO to provide services and share information with ownership

The Honest Monthly Budget by OrgCode (15 minutes)

Purpose: determine at what level the resident can provide their own financial assistance

Activities of Daily Living or ADLs (15 minutes)

Purpose: determine if the resident can live independently

PATH Goal Plan (10 minutes)

Purpose: provide resident with their housing plan

Pioneer Intake (45 - 60 minutes)

Purpose: link consumer to OAS

Transportation Provision (bus tickets, \$ for established transit such as MetroLift)

Purpose: empower residents to visit identified properties

Total Max time: 1.5 hours per resident

The Housing Inspection Process

A housing case manager will provide the following one-time service:

HQS (45 – 60 minutes) – *Not including transportation time*

Purpose: ensure that new property is fit for HCV use

The Honest Monthly Budget *additions* (10 minutes)

Purpose: finalize any request being made to owner’s representative for financial assistance based on the cost of specific properties

HMIS Exit Form (5 minutes)

Purpose: track housing outcomes

Total Max time: 1.5 hours per resident

Griswold Costs to Owner
ACTIVITY DEVELOPMENT -11-6-13

WORK by NSO

Assessments

assume: 120 residents will need to be assessed
 assume: 1.5 hours/assessment, no additional time for mileage
 assume: for 120 resident assessments = 180 hours of work
 Proposal [redacted] assessment note: NSO will only charge for assessments done after hours/on weekends
 estimate of those done after hours/on weekends is 90 assessments of the 120 total

Phase 2 - Housing search

assume: 102 (85%) residents will need apt identified
 assume: 2 hrs total staff time needed, including travel
 assume: 102 total apts needed = 204 hours of work

[redacted]/apt search:
 Note this is only a
 NSO expense if
 apartment searches
 are not completed
 by UCHC or other
 sources

Phase 3 - Inspections

assume: 102 (85%) residents will need 1 housing inspection, and of that 25% will need 2 inspections
 assume: 26 residents (25% of 102 residents) will need a second inspection
 assume: 1.5 hours/inspection + 0.5 hours/inspection for travel time of staff
 assume: 128 total inspections = 256 hours of work

[redacted]/assessment;
 Note this is only a
 NSO expense if the
 MSHDA agent does
 not take on this
 responsibility.

OWNER Expenses to NSO	
Assessments	[redacted]
Housing search (only paid to NSO if not conducted by others)	[redacted]
Inspections (only paid to NSO if MSHDA agent does not cover this)	[redacted]

1214 Griswold Residents Assistance Program

The Owner agrees to provide the following benefits for residents who move from the 1214 Griswold building on or before March 31, 2014 pursuant the procedures set forth below:

1. Owner will engage Neighborhood Services Organization ("NSO") to provide assistance in identifying residents' needs and in the relocation process, in coordination with UCHC, and to pay agreed costs of NSO. The agreement with NSO will include the process of identifying and selecting a new apartment or other residence that will accept mobile vouchers to be issued by HUD to the residents of 1214 Griswold.
2. Owner will pay security deposits required for the residents' new apartments or other residences. The resident will assign to the Owner any refund of the existing security deposit due the resident from the 1214 Griswold apartment. Resident will be entitled to keep any security deposit due the resident upon the expiration or termination of the lease at the new apartment or residence.
3. Owner will make the sum of \$157,000 available, as needed, for the needs of the residents for the following purposes:
 - a. Moving costs;
 - b. Deposits required to made directly to utilities to establish electric, gas and phone service in resident's name;
 - c. Reasonable costs of packing assistance, as needed by resident;
 - d. Forgive rent arrearages on the books of 1214 Griswold as of 11/30/13;
 - e. Reimburse NSO for application fees, credit card fees or similar fees paid to seek approvals for new leases for residents;
 - f. Replacement of furniture which a professional exterminator determines cannot be efficiently eradicated of bed bugs; and
 - g. Pay the fees charged by NSO under its agreement with Owner described above.

The allocation of the overall sum of not to exceed \$157,000 will be based upon the fees charged by NSO and the recommendations of NSO which will be presented to Owner from time to time after consultation between NSO and UCHC. UCHC shall consult with the residents or residents group during this process. Although the Owner intends to defer to the recommendation of NSO in most or all cases, Owner reserves the right to disburse these funds for the stated purposes as it deems appropriate but will provide NSO with the basis for any allocation contrary to NSO's recommendation.

NSO, UCHC and Owner will work cooperatively to procure services at a reasonable cost.

Owner will work with its current managing agent, Wingate Management, to address any identified bed bug issues reported by residents as part of operations.

In addition, Owner will reserve five (5) units for current 1214 Griswold residents who are able to obtain a voucher sufficient to pay the entire (estimated \$1,123) lowest monthly rental rate ("enhanced vouchers") for the renovated 1214 Griswold building, subject to verification of the following by March 1, 2014:

1. UCHC will obtain and provide Owner with written confirmation of all required approvals from HUD for the issuance of the enhanced vouchers by no later than March 1, 2014.
2. Owner is not required to renew leases or accept vouchers after the initial one year term.
3. The enhanced vouchers are not assignable.
4. Owner will consider the recommendations of UCHC or an appropriate residents group for who will be approved for the 5 units.
5. The security deposit requirement for these 5 residents will be limited to transfer of the existing security deposit, which will be released to them upon termination of their vacancy after adjustment of any damages or other permitted offsets.