

DRAFT SUPPORTIVE SERVICES AGREEMENT

THIS SUPPORTIVE SERVICES AGREEMENT (the “Agreement”), is entered into as of _____, _____ by and between _____ a Pennsylvania limited partnership (the “Partnership”); Philadelphia Senior Center, a Pennsylvania nonprofit corporation (“PSC”); and NewCourtland Elder Services, a Pennsylvania nonprofit corporation (“NewCourtland”).

BACKGROUND

NewCourtland is the sponsor of NewCourtland Apartments at Allegheny Phase 2, a 45-unit apartment building for low income seniors to be developed at 1900 W. Allegheny Avenue, Philadelphia, Pennsylvania (the “Project”). The Project will be owned by the Partnership. The Partnership wishes to obtain the services of PSC to provide a range of supportive services to the residents of the Project. NewCourtland wishes to provide funding for such services, all subject to the terms and condition of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and intending to be legally bound hereby, the Partnership, PSC and NewCourtland hereby agree as follows:

1. **Services to be Provided.** During the term of this Agreement, PSC will provide services to all residents of the Project as described in the Supportive Service Plan Outline attached hereto as **Exhibit A** and made a part hereof (the “Services”). In no event shall the number of hours of service provided on site per week be less than fifteen.

2. **Term.** The initial term of this Agreement shall begin on completion of the construction of the Project and shall continue for fifteen (15) years unless terminated prior thereto pursuant to paragraph 6 below. This Agreement may be renewed upon mutual agreement of the parties in writing.

3. **Compensation, Cost of Services, and Funding for Services.**
 - (a) The annual cost for the Services to be provided by PSC per the terms of this Agreement is \$13,125, which includes one part time Service Coordinator for a minimum of fifteen hours per week and \$3,000 for activities-related expenses. This cost will escalate at a rate of 3% per year, in accordance with the budget attached hereto as Exhibit B.

 - (b) The Services will be provided at no cost to the Partnership. Funding for the Services will be provided by NewCourtland. The amount of funding to be provided by NewCourtland per the terms of this agreement is \$16,126 in year one. This cost will escalate at a rate of 3% per year, in accordance with the budget attached hereto as Exhibit B. A letter evidencing NewCourtland’s commitment to provide this funding in the aggregate amount projected over fifteen years per Exhibit B is attached to this Agreement as Exhibit C.

(c) Neither PSC nor its employees are employees of Partnership and will not be entitled to participate in or receive any benefit or right as a Partnership employee under any Partnership employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings and security plans as a result of his/her entering into this Agreement.

4. **Independent Contractor; Performance.**

(a) **Independent Contractor Status.** For purposes of this Agreement and all Services to be provided hereunder, PSC shall not be considered a partner, co-venturer, agent, employee, or representative of the Partnership, but shall remain in all respects an independent contractor, and neither party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.

(b) **Performance Warranties.** PSC will perform all the Services in a timely and professional manner, consistent with industry standards.

(c) **Survival.** The provisions of this paragraph 4 shall survive the expiration or sooner termination of the term of this Agreement.

5. **Confidentiality.**

(a) **Partnership Information.** PSC agrees at all times during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except in connection with NSC's performance of the Services, and not to disclose to any person or entity without written authorization of the general partner of the Partnership, any Confidential Information of the Partnership. As used herein, "Confidential Information" means any Partnership proprietary or confidential information, including, but not limited to, services, tenant lists, software, processes, and finances and other business information disclosed to NSC by the Partnership, either directly or indirectly in writing, orally or by inspection of documents or other tangible property. However, Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of NSC.

(b) **Restricted Information.** NSC agrees that during the term of this Agreement it will not improperly use or disclose any proprietary or confidential information of any person or entity with whom NSC has an agreement or duty to keep such information or secrets confidential.

(c) **Third Party Information.** NSC recognizes that the Partnership has received and in the future will receive from third parties, including but not limited to tenants, their confidential or proprietary information subject to a duty on the Partnership's part to maintain the confidentiality of such information and to use it only for certain limited purposes. NSC agrees at all times during the term of this Agreement and thereafter to hold in strictest confidence and not to use such third party information, except in connection with its performance of the Services, and not to disclose it to any person or entity or to use it except as

necessary in performing the Services, consistent with the Partnership's agreement with such third party.

(d) Survival. The provisions of this paragraph 5 shall survive the expiration or sooner termination of the term of this Agreement.

6. **Termination**. Notwithstanding the provisions of paragraph 2, the Partnership may terminate this Agreement with or without cause upon ten (10) days' prior written notice to NSC if any of the Services are performed or are being performed in an unsatisfactory manner, as determined by the Partnership in its discretion. Within ten (10) days after any termination of this Agreement, NSC shall deliver to the Partnership all work product resulting from the performance of the Services. NewCourtland's commitment to fund the Services shall continue in the event that the Partnership terminates the Agreement with PSC. NewCourtland will continue to fund the Services if the Partnership selects a different provider after terminating PSC.

7. **No Conflicting Agreements; Non-Exclusive Engagement**.

(a) PSC represents that it is not a party to any existing agreement which would prevent it from entering into and performing this Agreement. PSC will not enter into any other agreement that is in conflict with its obligations under this Agreement. Subject to the foregoing, it may from time to time perform professional services for or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from the Partnership.

(b) The Partnership may from time to time (i) engage other persons and entities to act as service providers to the Partnership and perform services for the Partnership, including services that are similar to the Services, and (ii) enter into agreements similar to this Agreement with other persons or entities, in all cases without the necessity of obtaining approval from PSC.

8. **Return of Partnership Property**. Promptly upon the expiration or sooner termination of the term of this Agreement, and earlier if requested by the Partnership at any time, NSC shall deliver to the Partnership (and will not keep in its possession or deliver to anyone else) all Confidential Information of the Partnership and all software, documentation devices, records, data, notes, reports, proposals, lists, correspondence, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by PSC as part of or in connection with the Services or otherwise belonging to the Partnership. PSC shall not remove any the Partnership property from the Partnership premises without written authorization from the Partnership.

9. **Solicitation of Employees**. NCS agrees that during the term of this Agreement, it shall not for any reason, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment with the Partnership, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

10. **Equitable Relief.** NSC agrees that it would be impossible or inadequate to measure and calculate the Partnership's damages from any breach of the covenants set forth in paragraphs 4, 5, 7, 8 and 9 of this Agreement. Accordingly, NSC agrees that if it breaches any of such covenants, the Partnership will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

11. **Entire Agreement, Amendment and Assignment.** This Agreement is the sole agreement between NSC , NewCourtland and the Partnership with respect to the Services to be performed hereunder and the source of funding for those services, and it supersedes all prior agreements and understandings with respect thereto, whether oral or written. No modification to any provision of this Agreement shall be binding unless in writing and signed by NSC, NewCourtland and the Partnership. No waiver of any rights under this Agreement will be effective unless in writing signed by the party to be charged. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of NSC hereunder are of a personal nature and shall not be assignable or delegable in whole or in part by NSC.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions.

13. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, sent by facsimile or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Partnership, to:

6970 Germantown Avenue
Philadelphia PA 19119
Attention: _____

If to NewCourtland Senior Center, to:

Philadelphia Senior Center,
6970 Germantown Avenue
Philadelphia, PA 19119
Attention: _____
Facsimile No.: _____

If to NewCourtland Elder Services, to:

NewCourtland Elder Services
6970 Germantown Avenue
Philadelphia, PA 19119
Attention: _____

or to such other names or addresses as the Partnership, PSC, or NewCourtland, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this paragraph.

The Partnership, PSC and NewCourtland agree that effective notice to the Partnership under this Agreement shall require simultaneous delivery of a copy of such notice to the Partnership's Special Limited Partner at the address set forth below:

14. **Counterparts.** This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of PSC, NewCourtland and the Partnership. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

15. **Severability.** If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written.

_____ by _____
its general partner

By: _____
Name: _____
Title: _____

Date: _____

PHILADELPHIA SENIOR CENTER,

By: _____
Name: _____
Date: _____

NEWCOURTLAND ELDER SERVICES

By: _____
Name: _____
Date: _____

EXHIBIT A

Supportive Services Plan Outline

EXHIBIT B

Fifteen Year Budget for Supportive Services

EXHIBIT C

Commitment to Pay for Supportive Service Expense