Sample MHP Medi-Cal Partnerships Written Agreement

MHP Project Sponsors provided higher MHP loan limits for agreeing to partner with Medi-Cal Assisted Living Waiver (ALW), Home and Community Based Alternatives Waiver (HCBA), or Program for All-Inclusive Care for the Elderly (PACE) Service Providers to provide services to Eligible Homeless Individuals as defined under to Section 7310.1 of the MHP Guidelines, must enter into a written agreement with their ALW, HCBA, or PACE Service Provider(s) governing the terms of this partnership.

Below is a sample written agreement that can be used for this purpose. It incorporates requirements or best practices for the tenant referral process and timeline, eligibility determination for Qualifying Services, move-in assistance, the provision of Qualifying Services, ongoing coordination between service providers and property management, and Housing First practices

This document or another document meeting the requirements of MHP Regulations Section 7310.1 must be submitted to HCD for review and approval no later than 180 days prior to initial lease up of your Qualifying Units under Section 7310.1. For a more expedient review by HCD, please use this template Written Agreement and highlight all additions or other changes to this template you are proposing to make.

Written Agreement for Supportive Services Provided Under the Assisted Living Waiver (ALW), Home and Community Based Alternatives (HCBA) Waiver or Program for All-Inclusive Care for the Elderly (PACE)

This Medi-Cal Partnerships Written Agreement (hereinafter referred to as “Written Agreement”) is entered into on (the "Effective Date"), between SPONSOR, , hereafter referred to as “Sponsor”, SPONSOR’S MANAGEMENT AGENT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereafter referred to as “Management Agent”, and , hereafter referred to as " Service Provider".

# RECITALS

1. Owner has received Multifamily Housing Program (MHP) funds from the California Department of Housing and Community Development (HCD) pursuant to Section 50675) of Part 2 of Division 31 of the Health and Safety Code (HSC), and Guidelines and regulations issued by HCD which implement the program, and which may be amended from time to time
2. The Sponsor constructs/operates the Project as affordable housing.
3. The intent of the MHP Program Medi-Cal Partnerships is to provide high quality, safe, and affordable permanent housing to Eligible Individuals and to offer the Eligible Individuals long-term services and supports that will enable them to maintain their housing and meet their personal goals.
4. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.
5. This Written Agreement is intended to memorialize certain rights and obligations of the Parties related to the Project.

Therefore, the Parties agree as follows:

# ARTICLE I.

DEFINITIONS; EXHIBITS

1. Definitions. As used in this Written Agreement, the following terms shall have the respective meanings assigned to them in this Article I.
   1. "Area Median Income” or “AMI” means the most recent applicable county median family income published by California Tax Credit Allocation Committee (TCAC). For Tribal Entity Applicants, if the HUD income for a county/parish located within a Tribal Entity’s service area is lower than the United States median, the Tribal Entity may use the United States median income limit.
   2. "Confidential Information" shall mean personal protected health information and tenant information that cannot be disclosed to other parties according to California and federal law without the express written permission of an individual.
   3. “Coordinated Entry System” or “CES” means a centralized or coordinated process developed pursuant to 24 CFR Section 578.7(a)(8), as that section read on May 1, 2016, designed to coordinate program participant intake, assessment, and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
   4. "DHCS" shall mean the California Department of Health Care Services.
   5. Eligible Individual" shall mean “an individual who meets both of the following criteria: (a) the individual is Experiencing Homelessness, as defined in this section; and (b) the individual or head of household is eligible to receive Qualifying Services; as defined in this section; however, participation in Supportive Services is voluntary and not a condition of tenancy.
   6. “Experiencing Homelessness” means the same as “homeless” and “homelessness,” as those terms are each defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 1, 2022, except that people who were homeless upon admission to an institutional setting shall continue to be considered homeless upon discharge, regardless of the length of time residing in the institutional setting. For the purposes of this paragraph, people who have lost their housing as a result of institutionalization, including, but not limited to, institutionalization in skilled nursing facilities, acute care hospitals, psychiatric facilities, jails, and prisons, and have no home to live in upon discharge are considered homeless regardless of the length of time residing in the institutional setting.
   7. “HCD” shall men the California Department of Housing and Community Development.
   8. "Lease" shall mean the lease agreement used by the Sponsor for the Project, as approved by HCD, and any modifications thereto approved by HCD.
   9. “Management Agent" shall mean the \_\_\_ (fill-in name) or such other entity engaged by Sponsor to manage the Project in accordance with MHP requirements.
   10. “MHP” shall mean the Multifamily Housing Program administered by HCD pursuant to Section 50675 of Part 2 of Division 31 of the Health and Safety Code, and Guidelines and regulations issued by HCD which implement the program, and which may be amended from time to time.
   11. "Party" shall mean the Sponsor, Management Agent or Service Provider individually.
   12. "Parties" shall mean Sponsor and/or Management Agent, and Service Provider (s), collectively.
   13. "Project" shall mean the Development(s), for which MHP funding has been secured located at: \_\_\_\_\_ in the County of , State of California. It includes the development, the construction or rehabilitation, and the operation thereof, and the financing structure and all agreements and documentation approved in connection therewith.
   14. “Qualifying Services” includes any of the following:
2. Services received under the Assisted Living Waiver (ALW) pursuant to state and federal Medicaid law, the federally approved Waiver Application, under the authority of Section 1915(c) of the federal Social Security Act (42 United States Code (U.S.C.) Section 1396n(c));
3. Services received under the Home and Community-Based Alternatives (HCBA) Waiver pursuant to state and federal Medicaid law, the federally approved Waiver Application, under the authority of Section 1915(c) of the federal Social Security Act (42 U.S.C. Section 1396n(c));
4. Services received under the Program of All-Inclusive Care for the Elderly (PACE) pursuant to Chapter 8.75 (commencing with Section 14591) of Part 3 of Division 9 of the Welfare and Institutions Code, the Medi-Cal State Plan, federal and state Medicaid law applying to PACE, the two-way PACE contract between DHCS and the PACE Organization, and the three-way PACE contract between DHCS, the Center for Medicare and Medicaid Services, and the PACE Organization;
   1. “Qualifying Units” means MHP-Assisted units set aside under the provisions of this section for Eligible Individuals. These individuals may be single-person households or may reside with others. Qualifying Units must comply with the Home and Community-Based Settings Final Rule as set forth in 42 CFR Sections 441.301 and 441.710 and the Medi-Cal Statewide Transition Plan.
   2. “Reasonable Accommodation” means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their obligations under the lease.
   3. "Regulatory Agreement" shall mean the executed agreement between the Project Owner and HCD implementing MHP requirements.
   4. "Rent" shall have the meaning set forth in the Regulatory Agreement.
   5. Service Provider(s)" shall mean a supportive services provider approved by DHCS to offer Qualifying Services. Eligible Individuals have the freedom choice to receive services from the approved DHCS service provider of their choice even if that Eligible Service Provider is not contracted with the Project.
   6. "Sponsor" shall mean , a California

.

* 1. "Tenant Selection Plan" shall mean the tenant selection plan for the Project program approved by HCD in accordance with MHP requirements.

Exhibits. The following exhibits are attached to this Written Agreement and incorporated into this Written Agreement by this reference.

Exhibit A: Project Description Exhibit B: Staff Directory

ARTICLE II.

APPLICATION AND SELECTION PROCESS

1. Determining Tenant Eligibility

The Service Provider(s) and Project Management Agent shall be responsible for making the initial determinations regarding household eligibility for a Qualifying Unit. The Service Provider(s) and Project Management Agent shall make such determinations according to the requirements of the MHP program. This eligibility shall be verified by HCD or DHCS in accordance with program requirements.

1. Reasonable Accommodation

The Parties understand and agree that Eligible Individuals may be disabled households who may be entitled to Reasonable Accommodations, in accordance with state and federal fair housing laws, in the application and admission process. Sponsor shall establish and implement a procedure to respond to requests for Reasonable Accommodation by all Eligible Individuals. Such procedure shall provide for the following:

Sponsor shall provide a notice to all Eligible Individuals that disabled Eligible Individuals may be entitled to a Reasonable Accommodation in the tenant selection and admission process.

Materials outlining under what specific circumstances the Owner or Management Agent will require that a Reasonable Accommodation be requested in order to make an exception to a particular policy or practice on the basis of disability shall be provided to the Service Provider with the tenant application package and shall receive prior approval from HCD. This shall also include the process for submitting, reviewing, and making a determination on the Reasonable Accommodation request.

If the Sponsor intends to deny a requested accommodation because it is not reasonable, Sponsor will make efforts to determine if there is an alternative Reasonable Accommodation that would effectively address the Eligible Individual’s disability related needs.

With the attendance of the Service Provider, and without the need to request a Reasonable Accommodation, Eligible Individuals will be provided an option for videoconference attendance at their initial meetings with the Management Agent prior to move-in.

1. Eligible Individual Referral Process

The provisions of this Section are subject to Article I Section B.

1. Training

Management Agent shall provide a training for Service Provider(s) on their lease-up process at least 90 days prior to initial lease up of the Qualifying Units, and annually thereafter. The training shall cover the tent application form and all additional documentation that will be needed for Eligible Individuals, and where to find documentation (bank statements, SSI letters, etc.)  As part of this training, Management Agent or Owner shall provide a copy of the tenant application package, as well as Project marketing flyers and unit floor plans to the Service Provider(s).

1. Initial Lease-Up

Sponsor shall notify Service Provider in writing at least one-hundred twenty (120) days prior to the date that Sponsor intends for any household to move into the Project at the time of initial lease-up for the Project.

At least 30 days prior to the anticipated receipt of the Temporary Certificate of Occupancy, upon written request by Management Agent to Service Provider(s), for every available Qualifying Unit, Service Provider(s) shall make diligent efforts to promptly refer at least two (2) candidates, who have been referred by CES and are likely to be eligible for Qualifying Units and Qualifying Services, or for persons exiting institutional settings who are not able to be referred through CES, are candidates that the Service Provider(s) believes are likely to be eligible for a Qualifying Units and Qualifying Services. Tenant applications shall be accepted from this point forward.

In the event that Management Agent denies admission to any candidate referred to Sponsor or the referred candidate does not lease or occupy the Qualifying Unit for any reason, Management Agent shall promptly notify Service Provider(s), and request that Service Provider(s) identify additional Eligible Individuals interested in renting a Qualifying Unit who are likely to meet Sponsor's tenant selection criteria.

If an appeal has been filed regarding an eligibility determination, a comparable unit will remain available for the applicant until the appeal has been considered, including resolution of any Reasonable Accommodation request.

If an Eligible Individual cannot be placed in a unit within 60 days of notification of unit availability, Sponsor can elect to fill that unit with an individual who is homeless as that term is defined under 24 CFR Part 578 who may not otherwise be eligible for Qualifying Services; however, the next available unit must be offered to an Eligible Individual.

1. Ongoing Lease-Up

From and after the initial lease-up of the Qualifying Units, in the event Management Agent learns that a Qualifying Unit is vacant or may become vacant, Management Agent shall notify Service Provider(s) promptly in writing. Management Agent shall also request that Service Provider(s) identify Eligible Individuals interested in renting a Qualifying Unit who are likely to meet Sponsor's tenant selection criteria.

Upon written request by Management Agent to Service Provider(s), for every available Qualifying Unit, Service Provider(s) shall make diligent efforts to promptly refer at least two (2) candidates, who have been referred by CES and are likely to be eligible for Qualifying Units and Qualifying Services, or for persons exiting institutional settings who are not able to be referred through CES, are candidates that the Service Provider(s) believes are likely to be eligible for a Qualifying Unit and Qualifying Services.

Service Provider(s), and Management Agent shall work diligently to assist Eligible Individuals to submit tenant applications no later than thirty (30) days following notice by Management Agent to Service Provider(s) that a Qualifying Unit is vacant or may become vacant.

In the event that Management Agent denies admission to any candidate referred to Sponsor, or the referred candidate does not lease or occupy the Qualifying Unit for any reason, Management Agent shall promptly notify Service Provider(s), and request that Service Provider(s) identify additional Eligible Individuals interested in renting a Qualifying Unit who are likely to meet Sponsor's tenant selection criteria.

If an appeal has been filed regarding an eligibility determination, a comparable unit will remain available for the applicant until the appeal has been considered, including resolution of any Reasonable Accommodation request.

If an Eligible Individual cannot be placed in a unit within 60 days of notification of unit availability, Sponsor can elect to fill that unit with an individual who is homeless as that term is defined under 24 CFR Part 578 who may not otherwise be eligible for Qualifying Services; however, the next available unit must be offered to an Eligible Individual.

As soon as Sponsor determines that there are no more Qualifying Units available in their Project(s), Sponsor shall notify Service Provider(s) in writing.

1. Eligibility Verification for Supportive Services

Prior to occupancy by a prospective tenant, the Service Provider shall make an initial assessment as to the eligibility of one or more individuals in a household for Qualifying Services. DHCS shall make final determinations regarding eligibility for Qualifying Services once the application for enrollment or request for recertification for Qualifying Services is submitted to DHCS.

1. Preference for Homeless Persons Referred Through CES

Consistent with the referral timelines in Paragraphs C. (2) or C. (3) above, (as applicable), where suitable Qualifying Units are available and two or more Eligible Individuals who have approved tenant applications are ready to move in at the same time, preference shall be given to Homeless persons referred by CES.

1. Homeless Persons Exiting Institutions Not Referred Through CES

Consistent with the referral timelines in Paragraphs C. (2) or C. (3) above, (as applicable), when suitable Qualifying Units become available, if there are no Eligible Individuals referred from CES who have approved tenant applications and are otherwise are ready to move in, Homeless persons exiting institutions who have not been referred through CES may receive a preference for the available Qualifying Unit(s).

1. Application Process
2. Tenant Application

Sponsor shall provide a copy of its tenant application for the Project to HCD for review and approval at least sixty (60) days prior to initial lease-up. In the event Sponsor modifies Sponsor's tenant application for the Project, Sponsor shall provide copies of such tenant application to HCD at least thirty (30) days prior to use of such application. Upon HCD approval of the application and any modifications thereto, Management Agent shall distribute the approved application to Service Provider(s).

1. Project Tenant Selection Plan

Sponsor shall provide a copy of the Project Tenant Selection Plan to HCD for its review and approval at least 60 days prior to initial lease up. In the event Sponsor modifies the Tenant Selection Plan following HCD approval, Sponsor shall provide copies of such modified Tenant Selection Plan to HCD for review and approval at least thirty (30) days prior to implementing such modifications. Upon HCD approval of the modified Tenant Selection Plan, Management Agent shall distribute the modified Tenant Selection Plan to Service Provider(s).

At all times, Sponsor's Tenant Selection Plan shall comply with MHP requirements and fair housing laws. It shall incorporate the Reasonable Accommodation and Eligible Individual referral procedures set forth in this Written Agreement.

1. Lease

Sponsor shall provide a copy of its tenant lease agreement for the Project to HCD for review and approval at least sixty (60) days prior to initial lease-up. In the event Sponsor modifies the tenant lease agreement for the Project, Sponsor shall provide copies of such lease agreement to HCD at least thirty (30) days prior to use of such lease agreement. Upon HCD approval of the lease agreement and any modifications thereto, Management Agent shall distribute the approved lease agreement to Service Provider(s).

1. Housing First Compliance

Consistent with California Welfare and Institutions Code 8255 (b), Management Agents must:

1. Utilize tenant screening and selection practices that promote accepting Eligible Individuals regardless of their sobriety or use of substances, completion of treatment, or participation in services;
2. Eligible Individuals cannot be rejected on the basis of poor credit or financial history or poor or lack of rental history. Sponsor agrees that in developing or modifying the Tenant Selection Plan, it shall include sufficient flexibility to house Eligible Individuals who have historically been unable to obtain or maintain stable housing and, as a result, may have poor credit histories, a history of non-payment of rent, or poor landlord references. To provide such flexibility, Sponsor agrees that Sponsor's Tenant Selection Plan shall not provide for denial of an Eligible Household with a poor credit history or a history of nonpayment of rent if the Eligible Household, at the time of commencement of occupancy, will have access to rental assistance, or the Project will have other sufficient operating support to cover the Qualifying Unit Rent.
3. Rejection Based on Criminal Activity

Eligible Individuals cannot be rejected from the Project on the basis of criminal convictions unrelated to tenancy, or behaviors that indicate a lack of housing readiness. In determining whether a criminal conviction is related to tenancy, Sponsor or their Management Agent shall consider the nature and severity of the crime and the amount of time that has passed since the criminal conduct occurred. Eligible Individuals shall also have the opportunity to present individualized, mitigating information either in writing or in person for consideration by the Sponsor or their Management Agent where there is concern over a past criminal conviction.

1. Mitigating circumstances can include but are not limited to:

1. The age of the individual when the criminal conduct occurred;
2. The amount of time that has passed since the date of conviction;
3. Whether the conduct arose as a result of a disability;
4. Whether the conduct arose from status as a survivor of domestic violence;
5. Whether the individual has maintained a good tenant history before and/or after the conviction;
6. Whether there is evidence of rehabilitation efforts, including satisfactory compliance with all terms and conditions of parole and/or probation; successful completion of parole, probation, mandatory supervision, or post release community supervision; and
7. Other conduct demonstrating rehabilitation, such as maintenance of steady employment.
8. Whether the resident will have sufficient supportive services that will assist them in avoiding or mitigating problematic behaviors.
9. If the project is also receiving federal funds, reasons for failing the property's resident screening criteria can include:
10. The household has a member required to register as a sex offender on a lifetime basis under state law;
11. The household has a member who was evicted for manufacturing, selling, or using methamphetamines in public housing or federally-subsidized housing within three years of their tenant application date;
12. The household has a member who was evicted in the last three years from federally assisted housing for drug-related criminal activity; however, the owner may consider two exceptions to this provision: (1) the evicted household member has successfully completed an approved, supervised drug rehabilitation program; or (2) the circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
13. A household in which any member is currently engaged in illegal use of drugs, or for which the owner has reasonable cause to believe that a member’s illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. Rejection on this basis must be based on current behavior/actions, not on having the condition or disability itself.

Rejected Eligible Individuals shall be offered the opportunity to appeal the decision of the Sponsor or Management Agent, which could include consideration of a Reasonable Accommodation on the basis of disability. If an appeal has been filed, a comparable unit will remain available for the applicant until the appeal has been considered, including resolution of any Reasonable Accommodation request.

1. Assistance From Service Provider(s)

Service Provider(s) shall assist Eligible Individuals referred by them to the Project in the tenant application process by, among other activities, providing guidance to Eligible Individuals in completing and organizing the tenant application, gathering the information necessary to document the Eligible Household's income information and other qualifications for rental assistance, and communicating with Management Agent regarding the application process, the status of the application review, and any questions an Eligible Household may have related to the Project. If applicable, Service Provider(s) shall also assist Eligible Individuals in requesting and obtaining a Reasonable Accommodation in the application and admission process. This section is subject to fair housing laws and the confidentiality provisions required under California and federal law.

1. Move-in Procedures; Orientation
2. Move-in Procedures

The Sponsor shall establish reasonable move-in procedures and provide copies of such procedures to the Service Provider(s). In the event Sponsor modifies Sponsor's move-in procedures, Sponsor shall provide copies of such modified move-in procedures to the Service Provider(s) at least thirty (30) days prior to implementing such criteria.

The Service Provider(s) shall offer to assist each Eligible Household referred by the Service Provider(s) with the move-in process, and shall make diligent efforts to secure financial assistance for any move-in costs incurred by Eligible Individuals.

Lease signing and other tenant-signature gathering can be done at time of move-in.

Lease and recertification materials will be provided in plain English or in the Eligible Individual’s first language so that they can be more easily read and understood by the Eligible Individual and persons assisting them.

1. Tenant Orientation

Prior to move-in and after selection of an Eligible Individual, the Service Provider(s) and Management Agent shall meet with each Eligible Individual referred by the Service Provider(s) to orient the household to the Project. The orientation shall include an explanation of the expectations of tenancy, the opportunities for personal and social engagement in the Project which will help support tenant well-being, community resources, maintenance request procedures, house rules and Project common area and rent collection requirements.

With the attendance of the Service Provider(s), and without the need to request a Reasonable Accommodation, Eligible Individuals will be provided an option for videoconference attendance at their tenant orientation meeting(s).

1. Unit Integration

Qualifying Units must be disbursed and integrated within the Project building(s). Sponsor and Management Agent shall ensure that the Qualifying Units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-Qualifying Units, and that the Qualifying Unit mix will depend on the needs of referred households.

1. Project Description

A description of the Project(s) is attached hereto as Exhibit A.

# ARTICLE III.

# SUPPORTIVE SERVICES.

1. Notwithstanding the existence of a Medi-Cal or other supportive services care plan, tenant participation in supportive services is voluntary and cannot be required as a condition of housing admission or occupancy.
2. All supportive services provided must be provided in accordance with all applicable Medi-Cal and Medicaid rules.
3. Hours of Availability

Within three (3) days of move-in by each Eligible Individual, the Service Provider(s) shall notify the Management Agent in writing of their anticipated days and hours of availability for that Eligible Individual, and shall include contact information if assistance is needed outside of those available times, including alternate emergency and non-emergency contacts. The Service Provider(s) shall also notify the Management Agent in writing in a timely manner when any of the information provided pursuant to this paragraph changes.

1. Compliance with State Housing First Requirements

Except where there are conflicts with Medi-Cal requirements, the Project must follow tenant selection, property management, and service delivery practices for Qualifying Units in accordance with the core components of Housing First set forth in California Welfare and Institutions Code (WIC) Section 8255. These core components related to supportive service provision include, but may not be limited to, the following:

1. Participation in services or program compliance is not a condition of permanent housing tenancy. Notwithstanding this, Service Provider(s) shall try to engage or re-engage tenants in services whenever possible through progressive engagement, motivational interviewing, or other means consistent with Housing First best practices.
2. Service provision shall be informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment, if the tenant so chooses.
3. Case Managers and service coordinators shall be trained in, and actively employ evidence-based, culturally sensitive practices for client engagement, including, but not limited to, progressive engagement, motivational interviewing, trauma informed care, and client-centered counseling.
4. Supportive Services provision shall emphasize engagement and problem solving over therapeutic goals, and service plans shall be highly tenant-driven without predetermined goals. Supportive services should be tailored and relevant to tenants and empower tenants in the decision-making process to determine solutions for their needs. Tenants should determine their own goal-setting, their own treatment plans, and their own service needs, using evidence-based practices like motivational interviewing and trauma-informed care.

# ARTICLE IV.

# ONGOING TENANCY

1. Reasonable Accommodation

The Parties understand and agree that Eligible Individuals are disabled households who may be entitled to Reasonable Accommodations during occupancy. Sponsor shall establish and implement a procedure to respond to requests for Reasonable Accommodation that is consistent with state and federal fair housing laws. Such procedure shall require a provision in each tenant lease that such tenant may be entitled to a Reasonable Accommodation. Such procedure shall also require a provision in any written communication to an Eligible Household about a lease, rule or policy violation or potential violation that such tenant may be entitled to a Reasonable Accommodation.

The procedure shall provide that if the Sponsor intends to evict an Eligible Household that the Sponsor/Management Agent notify the Service Provider(s). In addition, the Sponsor/Management Agent must first consider whether or not a Reasonable Accommodation is appropriate. In addition, if the Sponsor or Management Agent denies a requested accommodation because it is not reasonable, Sponsor or Management Agent will make efforts to determine if there is an alternative Reasonable Accommodation that would effectively address the Eligible Household’s disability related needs.

1. Tenancy Documents; Modification to Documents and Project
   1. House Rules. The Sponsor shall develop house rules and provide copies of the house rules to the Service Provider(s) prior to initial occupancy by Eligible Individuals. In the event Sponsor modifies the house rules, Sponsor shall provide copies of such modified house rules to Eligible Households in Qualifying Units and the Service Provider(s) as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the rules shall become effective.
   2. Leases. The Sponsor shall use the lease approved by HCD, and shall notify the Service Provider(s) of any HCD-approved changes to the lease, in no event less than thirty (30) days prior to the date on which the Sponsor intends to use the lease.
   3. Changes in Project. Sponsor shall promptly notify HCD and the Service Provider(s) of any changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project. Sponsor shall also notify HCD and the Service Provider(s) of any physical changes or alterations to the Project.
   4. Management Policy and Procedures. Prior to initial occupancy, Sponsor shall provide copies of the management procedures and policies for the Project to HCD, to all tenants of the Qualifying Units, and the Service Provider(s). Such policies and procedures shall include but not be limited to Sponsor's maintenance and repair procedures, Sponsor's eviction procedures, and Sponsor's procedures and forms for filing complaints, grievances, and incident reports. Sponsor shall also provide an overview of the reporting structure within Sponsor's organization and Sponsor's Management Agent organization. In the event Sponsor updates or modifies any of said policies and procedures, Sponsor shall provide copies of such modification and updates to HCD and to all tenants of the Qualifying Units, and the Service Provider(s) at least thirty (30) days prior to implementing such updates or modifications.
   5. Security Plan. The Parties agree that being well prepared to handle security threats, emergencies, and disasters is important to reduce the risk of harm to tenants and staff. Prior to initial rent up, Sponsor shall prepare a comprehensive safety and security plan applicable to all Project tenants. Such safety and security plan will include an evacuation plan and information that will enable tenants to actively participate in keeping themselves and their property safe. The safety and security plan shall include mechanisms for collecting and incorporating tenant feedback on such plan. Prior to initial rent up, Sponsor shall provide copies of the safety and security plan to all Project tenants and the Service Provider(s). In the event Sponsor updates its safety and security plan, Sponsor shall promptly provide such updates to all tenants and the Service Provider(s).
2. Communication Among Parties. All Parties shall use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each Party under this Written Agreement. Communication, both oral and written, must be in a language understood by the Eligible Household.

**The Parties agree that coordination and communication throughout a resident’s tenancy is the best way to avoid problems from developing and to address them quickly as they occur**. Ensuring there are sufficient opportunities for Sponsor, Management Agent, and the Service Provider(s) to share information and problem-solve, and for all Parties to support community building among tenants, is also vital to all Parties’ ongoing working relationship within the Project.

To this end, Parties are required to meet at least once per-week, or more frequently if needed to discuss any issues jeopardizing housing stability that may be arising with each Eligible Individual, and to assist each Eligible Individual in meeting their goals. Sponsor or Management Agent agrees to provide the most recent information concerning notices served to Eligible Individuals regarding behavioral issues, housing quality standards issues, and other concerns with Eligible Individuals. During these meetings anticipated vacancies and upcoming annual income recertifications shall also be discussed.

If an Eligible Individual has previously declined services but is in danger of eviction or is exhibiting concerning behaviors, Management Agent or Sponsor shall re-contact Service Provider(s) so that Service Provider(s) can attempt to re-engage the Eligible Individual in services**.**

* 1. Eviction Prevention

1. All parties agree that **early, consistent intervention** with tenants who are out of compliance with their lease is key to avoiding escalating problems that lead to disruptions in the Project and evictions. The Parties agree to work together to find resolutions that avoid eviction of tenants whenever possible. Even in situations where a tenant is not currently enrolled in services, Service Provider(s) shall try to engage or re-engage tenants whenever possible through progressive engagement, motivational interviewing, or other means consistent with Housing First best practices in order to try to prevent eviction.
2. Sponsor and Management Agent will promote collaboration and communication between Parties throughout tenancy, especially related to a pending or imminent eviction, by attending and facilitating meetings between the Parties as necessary and permissible, investigating questions and complaints, and communicating about Project policies and procedures. Sponsor will attend tenant-specific meetings, as needed, with Sponsor's Management Agent and the Service Provider(s) in effort to assist Eligible Individuals with maintaining their housing, and to work cooperatively with Eligible Individuals to meet their needs.
3. The Service Provider(s) will provide specific support to Eligible Individuals who are settling an eviction action through a stipulated settlement, when all parties agree that supportive services will enable the Eligible Individuals to remediate the lease-violating behavior. The Service Provider(s) shall also work with Eligible Individuals in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure.
4. The Parties understand that eviction is sometimes necessary for the safety and well-being of the community of residents. The Parties also understand the importance of minimizing tenant turnover and evictions, and minimizing Management related costs.
5. In the event that an eviction is necessary, or an Eligible Individual(s) chooses to leave the Project voluntarily, the Parties shall work diligently to try to find alternate housing for the Eligible Individual(s) so that they may avoid homelessness.
   1. Staff Directory and Reporting Structure. Prior to the execution of this Written Agreement, each Party prepared a directory of such Party's key staff involved with the Project (collectively, the "Project Directory"). The Project Directory is attached hereto as Exhibit B. No later than ten (10) days following any change in staff listed in a Party's Project Directory, the Party shall update the Party's Project Directory and provide copies of such update to the other Parties. Prior to occupancy by Eligible Individuals, the Service Provider(s) shall provide to Sponsor and Management Agent an overview of the reporting structure within the Service Provider(s) organization(s).
   2. Event Specific Communication
6. Sponsor or Management Agent shall contact the Service Provider(s), when an Eligible Individual’s health, safety, or housing is at risk, and for which the Sponsor or Management Agent is authorized to disclose information to the Service Provider(s). The intent of such communication will be to promote the health and well-being of individual tenants and to prevent evictions.
7. With prior permission of the Eligible Individual, Sponsor or Management Agent shall notify the Service Provider(s) of arrests, hospitalizations, and other critical incidents that come to Sponsor or the Management Agent's attention as soon as possible.
8. With prior permission of the Eligible Individual, Sponsor or Management Agent shall make good faith efforts to notify the Service Provider(s), if Sponsor or Management Agent intends to meet with an Eligible Individual to discuss their housing situation, or to process any requests or applications or any violations of the lease.
9. With prior permission of the Eligible Individual, Sponsor or Management Agent shall copy the Service Provider(s) on all warning letters and all notices sent to the Eligible Individual issued by Sponsor or Management Agent. Warning letters and notices will also contain an appropriate referral for services sheet that outlines service resources available to the Eligible Individual to assist them in meeting their tenancy obligations. This service sheet shall contain appropriate services contact information. Sponsor and Management Agent agree that the Service Provider(s) may step in and assist the Eligible Individual in curing or resolving a lease violation.
10. With prior permission of the Eligible Individual, if an eviction is imminent, Sponsor or Management Agent shall communicate with the Service Provider(s) designated by the Eligible Individual, regarding the process of notices, responses, and court dates, and if eviction is successful, communicate with these parties regarding the lockout date.
    1. Data Submission

Service Provider shall comply with all requests for data mandated under MHP program requirements. No requests for data shall violate state of federal Medicaid rules or other laws regarding confidentiality of information.

# ARTICLE V.

# CAPACITY OR DEFAULT

1. The Parties understand and agree that the Service Provider(s) have a contract with DHCS or their subcontractors to provide supportive services to Eligible Individuals. Upon the expiration of any Service Provider(s) contract, that Service Provider(s)’ rights and obligations under this Written Agreement shall terminate.
2. The Parties understand and agree that ninety (90) days prior to expiration of the supportive services contract, if DHCS or their subcontractors do not intend to renew this contract, DHCS shall notify the Sponsor and HCD so that another Service Provider(s) may be secured to perform the Service Provider(s)’ obligations under this Written Agreement.
3. In the event that any of the contracting Parties provide notice, or in the event Sponsor and DHCS mutually agree in writing that one or more of the Service Provider(s) is failing to fulfill its obligations under this Written Agreement, Sponsor shall work diligently with DHCS for a period of ninety (90) days following notice from any party, to retain an alternate Service Provider(s).

# ARTICLE VI.

# MISCELLANEOUS

1. Term. This Written Agreement shall commence on the Effective Date and continue until 60 months following the Effective Date, unless cancelled by either party with a 120-day written notice. If by the final day of said term, this Agreement is not extended or superseded by an extension agreement or a newly executed agreement, the term of the Agreement is then assumed to be extended for an additional 60 months.
2. Management Agent. The Parties acknowledge that Sponsor expects to delegate some of its rights and obligations under this Written Agreement to the Management Agent. The Parties further acknowledge that Management Agent will also have the primary responsibility to manage the Project. In the event Sponsor delegates any of its rights and obligations related to the Project or this Written Agreement to Management Agent, Sponsor shall ensure that Management Agent complies with the terms and provisions of this Written Agreement as if it were the Sponsor. In addition, if requested by a Party, both Sponsor and Management Agent shall participate in any meetings or communications provided for in the Written Agreement. Notwithstanding any delegation of Sponsor's duties under this Written Agreement to Management Agent, Sponsor shall remain responsible for all obligations of Sponsor that are set forth in this Agreement.
3. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this Written Agreement, a Party shall notify the other Parties in writing. Within fifteen (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least \_\_\_additional meetings within a \_\_\_\_day period prior to taking any additional action against any Party.
4. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons in the operation of the Project or the delivery of supportive services on the basis of any protected class status under federal or state law.
5. Severability. In the event any provision of this Written Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this Written Agreement.
6. Amendments. This Written Agreement may be amended only in writing and authorized by the designated representatives of Sponsor and the Service Provider(s). This Written Agreement may be changed from time to time by the Parties in writing and will be jointly reviewed no less than annually. Copies of all amendments to this Written Agreement shall be forwarded to HCD and the Service Provider(s) no less than 10 days prior to the date the amendments become effective.
7. Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

# SPONSOR

Attn:

# SERVICE PROVIDER:

Attn:

# SERVICE PROVIDER:

Attn:

# MANAGEMENT AGENT

Attn:

1. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).
2. Multiple Originals; Counterpart. This Written Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this Written Agreement has been entered into by the Parties as of the date first above written.

# SPONSOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Its:

# SERVICE PROVIDER:

By:

Its:

# SERVICE PROVIDER:

By:

Its:

Accepted and Agreed: MANAGEMENT AGENT:

By:

Its:

Exhibit A

Project Description

Number of Units:

Bedroom Sizes:

Number of Proposed Qualifying Units:

Bedroom Sizes:

Number of Qualifying Units with Curbless Shower:

Bedroom Sizes:

Common Area Facilities:

Describe any adaptability or assistive technology features beyond the required minimums. Include unit mix designations with these features:

Exhibit B. Staff Directory