

Memorandum of Understanding

Between

XXXX Behavioral Health

And the

Housing Authority of XXXX County¹

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2008, between XXXX County Behavioral Health (XXCBH) and the Housing Authority of the XXXX County (XXHA).

1. Summary:

XXCBH has selected XXHA to assist in the administration of the Bridge Subsidy Program Portion of their Housing Plan designed to expand permanent supportive housing (PSH) opportunities for XXCBH priority consumers throughout _____ County, Pennsylvania.

XXCBH will provide approximately \$000,000 of Funds to XXHA in order to provide rental subsidy resources on behalf of approximately ____ XXCBH priority consumers for up to ____ years. It is expected that priority consumers receiving assistance through the Bridge Subsidy Program will receive priority access to Housing Choice Voucher (HCV) Program rental subsidies within _____ (recommend 2-3 years but no more than 5 years) of enrollment as a recipient of the Bridge Subsidy Resources.

XXCBH has received approval of its Housing Plan from the Commonwealth of Pennsylvania's Department of Public Welfare's Office of Mental Health and Substance Abuse Services (OMHSAS) to use funds to provide rental assistance to priority consumers as part of an overall effort to create supportive housing in XXXX County. XXCBH will be relying on the expertise of XXHA to administer key components of the Bridge Subsidy Program. XXCBH will refer priority consumers

¹ Counties can enter into Bridge Rental Agreements with agencies who are qualified to administer rental assistance programs such as CAP agencies in some counties. OMHSAS can provide information on qualifications for rental assistance programs. In the event a County selects a CAP agency or another organization qualified to manage a rental program, the County must make arrangements with the Housing Authority to assure individuals will have access to Section 8 Housing Vouchers within five years before entering into a "bridge" rental agreement with another organization.

identified as individuals XXXXX who demonstrate a need for supportive housing in accordance with XXCBH's Housing Plan approved by OMHSAS.

2. _____ Housing Authority Scope of Services

XXHA will undertake the following activities as part of the administration of the Bridge Subsidy Program:

A. Establish an Account for XXXX County Funds:

XXHA will establish a separate bank account in order to receive the funds being provided by XXCBH. The account will be established in compliance with XXCBH. The Funds shall not be commingled with other XXHA funding sources.

XXHA shall provide XXCBH with monthly reports on the status of the funds in a format consistent with XXCBH requirements.

The account shall be used specifically and solely for the promotion of activities associated with the administration of the Bridge Subsidy Program and shall be limited to the following:

- Payment of rental subsidies on behalf of XXCBH clients
- Approved administrative fees
- Approved bank fees

B. Determine Priority Consumer's Income Eligibility for Housing Choice Voucher

XXHA will be responsible for determining income-eligibility for rental assistance associated with the Bridge Subsidy Program of priority consumers referred to them by XXCBH. Tenants will be pre-screened for eligibility by XXCBH and referred to XXHA. XXHA will be responsible for determining and documenting initial eligibility for the HCV Program under the standard XXHA procedures. XXCBH staff will assist Priority Consumers with providing the required income documentation and other appropriate verification in order to ensure process is completed in a timely manner.

XXHA and XXCBH will establish formal communication processes to track the progress of referred Priority Consumers. XXHA will notify XXCBH in writing when individuals are determined initially eligible for HCV or if they have been rejected for the program. In addition to the individual correspondences pertaining to specific referrals, XXHA will provide XXCBH a monthly tracking report summarizing the results of referrals made and the progress of individual application processes.

C. Provide Information On Potential Rental Units for Priority Consumers

XXHA will establish and implement a referral process to inform XXCBH of the availability of any housing units that XXHA may become aware of in order to assist XXCBH in its efforts to locate appropriate rental units. Referrals are expected to include information about XXHA controlled units as well as privately owned units.

It is expected that XXHA will collaboratively arrange site visits with XXCBH for those properties owned or operated directly by XXHA.

D. Provide Assistance in Negotiating and Executing Lease Arrangements

XXHA will provide assistance to XXCBH in negotiating lease arrangements by reviewing proposed rent levels for units being considered by XXCBH, evaluating lease terms proposed, and providing any pertinent information that may assist XXCBH in its decision process in determining the appropriateness of a potential rental units.

XXHA will provide the appropriate Housing Assistance Program (HAP) Contract modified to reflect the terms of the Bridge Subsidy Program to the property owners chosen to participate in the Program and will ensure all required lease documents are executed in compliance with standard XXHA procedures. The Bridge Subsidy Program HAP will include a provision that requires the property owner to accept a HCV to replace the Bridge Subsidy as soon as it becomes available. XXHA will perform calculations to determine the appropriate amount of rental subsidy payment to be made on behalf of the XXCBH priority consumer.

When HCV are made available to the Priority Consumer, XXHA will prepare and execute the appropriate documents to transition the lease arrangements from the Bridge Subsidy Program to HCV.

E. Perform Housing Quality Standards Inspections

XXHA will perform Housing Quality Standards (HQS) Inspection on those units selected by priority consumers to insure compliance with the requirements of the HCV Program. XXHA shall maintain copies of inspection reports at their office for the length of the term of this MOU.

XXHA will inform the prospective landlord of any issues raised by the inspection and will provide a follow-up inspections if needed to ensure compliance with HQS.

XXHA will perform yearly inspections of units to confirm continued compliance during the term of the Bridge Subsidy Program.

F. Make Monthly Subsidy Payments to Landlords on Behalf of Priority Consumers.

XXHA will issue checks or electronic transfers to the landlords providing rental units to Priority Consumers in accordance with HAP contracts. Checks or electronic transfers will be issued using funds in the established Bridge Subsidy account. Payments to landlords will be documented in a manner approved by XXCBH.

XXHA will notify XXCBH if problems develop with landlords that result in subsidy payments being delayed or terminated.

G. Inform XXCBH of any Issues of Concern Related to Tenancy of Priority Consumers

XXHA will inform XXCBH if they become aware of issues that may affect the tenancy of the Priority Consumers so that XXCBH can work to resolve the issues on behalf of the Priority Consumers. XXCBH will work with XXHA to help ensure the continuation of the tenancy.

H. Provide and Execute Documents Required to Transition Priority Consumer To Housing Choice Vouchers Upon Availability

XXHA will provide and execute all required documents to enroll the Priority Consumer into the HCV Program in a timely manner once HCV resources are available. XXCBH will be available to assist XXHA as needed to ensure Priority Consumer provides required documentation and proper lease and HAP documents are executed.

I. Reports and Meetings

XXHA will provide XXCBH monthly reports tracking results of referrals made by XXCBH and tracking the distribution of the Funds provided by XXCBH including the payment of rental subsidies and any administrative fees paid to XXHA.

XXHA will also provide an annual financial report as to all funds received and disbursed as well as cash on hand. XXHA will provide any and all information needed to respond to requests of auditors hired by XXCBH to document the Bridge Subsidy Program.

XXHA, XXCBH, and its designees will conduct periodic status meetings on a monthly basis during the implementation stage of the Bridge Subsidy Program. After program implementation activities are complete, XXHA and XXCBH will determine the frequency of these periodic status meetings.

J. Records Inspection and Audit

The County or any designee of the County, shall have the right to inspect and audit the records and facilities of the XXHA as follows:

- 1.. XXHA shall permit the County, or its designee, as the needs of the same shall require, to inspect, at reasonable times, any and all facilities, programs and records, financial or otherwise, of XXHA used and/or compiled in connection with the Bridge Subsidy Program (Program).
2. XXHA shall maintain such reports, documents, records and books of accounts as shall be required by the County, from time to time, in connection with the County rights of access, audit and inspection as hereinabove provided for. XXHA shall, at all times, use standard accounting practices and procedures acceptable to the County in the maintenance of any and all financial and account records. Such records shall be kept for a minimum of seven (7) years after the program year in which the last of the funds were administered to XXHA pursuant to this MOU and any renewal or extension thereof, during which such time the County or their designees shall maintain the right to access, inspect and audit the same.
3. The County or their designee(s) shall have the right to audit any activity performed in whole or in part with funds provided to XXHA pursuant to this MOU. The cost of the audit shall be borne by the entity performing the audit. Audits performed by the County or their designee(s) may include, without limitation:
 - (A) financial and compliance audits of operations and activities for the purpose of determining the compliance with financial and programmatic record keeping and reporting requirements of this MOU;
 - (B) audits of automated data processing operations to verify that systems are in place to ensure that financial and programmatic data being submitted to the County, or their designee(s) is properly safeguarded, accurate, timely, complete, reliable, and in accordance with the terms and conditions of this MOU; and
 - (C) program audits and reviews to measure the economy, efficiency and effectiveness of the implementation and/or operation of the Program established pursuant to this Agreement, as well as to measure the usage of the Program by the Medical Assistance eligible persons in the HealthChoices Program.

Audits performed pursuant to this subsection may be performed on an annual basis. However, the County reserves the right to audit more frequently, to vary the audit period and to determine the type and duration of these audits. XXHA shall provide the cooperation and access to

records, personnel and facilities for the County or their designee(s) to perform the aforementioned audits.

4. In the absence of an audit by the County or their designees, at the conclusion of each fiscal year during the term of this MOU, XXHA, at its own expense, shall secure the services of a certified public accounting firm to perform an audit of the financial transactions of the Program. The audit shall be in accordance with generally accepted auditing standards any requirements or guidelines established or requested by the County and the provisions of this MOU. The accounting firm shall express an opinion concerning the conformity of the financial transactions relating to this Agreement. XXHA shall furnish the County with two (2) copies of the audit report no later than One Hundred Eighty (180) days after the close of the Program Provider's fiscal year. If requested by the County XXHA shall also provide, at its own expense and within One Hundred Eighty (180) days after the close of XXHA's fiscal year, a copy of its annual entity-wide financial audit, performed by an independent, licensed Certified Public Accountant. Such audit shall be made in accordance with generally accepted auditing standards. XXHA shall ensure that audit working papers and audit reports are retained by XXHA's auditor for a minimum of seven (7) years after the program year in which the last of the **please specify reinvestment or other** funds were paid pursuant to this Agreement and any renewal or extension thereof, unless XXHA is notified in writing by the County or their designee(s) to extend the retention period. Audit working papers shall be made available, upon request, to authorized representatives of the County or their designee
5. XXHA's failure to provide an audit in accordance with the requirements set forth herein may result in the County not accepting the audit report, and initiating sanctions against XXHA, including the suspension or discontinuance of any payments to XXHA to have been made pursuant to this MOU, the suspension and/or discontinuance of any other contract funding which XXHA may have or the termination of XXHA as a contractor until the audit is completed satisfactorily and/or XXHA has demonstrated to the sole satisfaction of the County the ability and/or willingness to comply with these contractual audit requirements.

3. XXCBH Scope of Services

XXCBH will undertake the following activities in cooperation with XXHA as part of the administration of the Bridge Subsidy Program:

- A. **Transfer Funds to XXHA to Establish Bridge Subsidy Program.**

XXCBH will transfer approximately \$XXX,XXX of Funds to an approved account established by XXHA for use as a Bridge Subsidy Program to assist approximately _____ XXCBH Priority Consumers in a period of up to _____ (recommend five years).

B. Screen Appropriate Priority Consumers for Referral to XXHA

XXCBH will screen appropriate Priority Consumers for referral to XXHA. Initial process conducted by XXCBH will include determination of income eligibility for Bridge Subsidy Program and determination of supportive services needed to assist in maintaining tenancy.

XXCBH will provide written documentation of referrals made in a format acceptable to XXCBH and XXHA.

C. Provide Assistance to Priority Consumers Completing XXHA Application

XXCBH will be available to assist Priority Consumers as requested to complete XXHA application for Bridge Subsidy Program Assistance and to assist Priority Consumer in providing required documentation so eligibility for assistance can be determined. XXCBH will also provide assistance to Priority Consumers in completing required applications for HCV at the appropriate time.

D. Conduct Outreach in Conjunction with XXHA to Identify Appropriate Rental Units and Refer Landlords to XXHA

XXCBH will work with XXHA to identify potential property owners willing to supply appropriate rental units for Priority Consumers through the Bridge Subsidy Program. XXCBH will refer any property owners expressing a willingness to participate in the Program to XXHA so XXHA can discuss lease terms and inspect units for compliance with HUD Housing Quality Standards (HQS).

E. Provide Assistance to Priority Consumers in Selecting Units

XXCBH will assist Priority Consumers in selection of appropriate units by accompanying Priority Consumers on inspections of potential units and coordinating required inspections. It is expected that XXCBH and XXHA will work together on behalf of the Priority Consumer in determining appropriateness of potential rental units including evaluating rent reasonableness level of unit and evaluating terms of lease.

F. Provide Assistance to Priority Consumers in Establishing Utility Accounts

XXCBH will assist Priority Consumer in establishing appropriate utility accounts associated with rental units including accounts for heat, hot water, telephone and electricity as applicable.

G. Provide Assistance to Priority Consumers and XXHA on any Tenant/Landlord Issues as Needed.

XXCBH will assist Priority Consumer as needed to help resolve tenant/landlord issues to ensure successful tenancy. XXCBH will be available as needed to XXHA to assist in the resolution of issues affecting the continued tenancy of the Priority Consumer. XXCBH will appoint a staff person to serve in the capacity of “Tenant Services Liaison to handle day-to-day Tenant-Landlord and crisis issues.

XXCBH will also provide assistance to Priority Consumers determined not eligible for Bridge Subsidy Assistance or who have been denied a specific unit in making a request for reasonable accommodations as provided under state and federal fair housing laws.

H. Provide Supportive Services to Priority Consumers

XXCBH will provide or make arrangements through contract for supportive services to Priority Consumers receiving Bridge Subsidy Assistance. These include pre-tenancy, move-in assistance and tenancy stabilization services.

4. Term of Memorandum of Understanding

This Memorandum of Understanding will be in effect until available funding is expended but not to exceed a period of _____ (recommend five (5) years) from the date of execution. The date of execution is set forth on the first page of this Memorandum of Understanding.

5. Payment for XXHA Services

XXCBH will pay XXHA the equivalent of _____ (recommend \$50.00 per month) for each of the Priority Consumers receiving Bridge Subsidy Program Rental Assistance from the Funds made available for the Bridge Subsidy Program.

Payment to XXHA will not exceed _____ (recommend 48 months) for each Priority Consumer and will cease upon transitioning the Priority Consumer to the Housing Choice Voucher program or the termination of this MOU.

6. Termination

Either party may terminate this MOU by giving the other party ninety (90) days prior written notice. The party wishing to terminate the agreement for cause must provide a

written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Upon termination of this Memorandum of Understanding, XXCBH shall pay XXHA all fees on account of services therefore rendered by XXHA and shall return all unexpended funds to XXCBH

7. Notice

Notice hereunder shall be sufficiently given if delivered by hand or if mailed, by certified mail, return receipt requested to:

County MH/MR Program
XXXX
XXXXAttn.:

Housing Authority XXXX
XXXXAttn.:

8. Amendments

This MOU may be amended in writing and authorized by the designated representative of both XXCBH and XXHA.

9. Confidentiality

XXHA shall keep confidential the names, identities, records and information contained therein, and in particular individually identifiable health information, whether oral or recorded in any form or medium, of the individuals who are receiving or who have received services funded by the County MH/MR Office, except as disclosure is permitted by Federal and State laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and its regulations.

XXHA shall implement the necessary administrative, physical and technical safeguards necessary to maintain the confidentiality of such information.

XXHA shall report immediately any breach of confidentiality to the designated Privacy Officer for the XXXX County MH/MR Office. A breach of an individual's confidentiality shall constitute a material breach of this MOU and shall provide grounds for immediate termination of this MOU.

INWITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the ____ day of ____, 2008.

Witness:

Executive Director,
Housing Authority

Date

Amount to be transferred

County Commissioner

County Commissioner

County Commissioner

XXCBH Administrator

Approved as to Legal Form

