

**Inter-Agency Partnership Agreement Between
The Louisiana Housing Corporation and
The Louisiana Department of Health and Hospitals,
Section 811 Project Rental Assistance Demonstration Program, FR-5600-N-28**

I. Purpose of this Agreement

The purpose of this inter-agency partnership agreement is to establish the formal partnership between the Louisiana Housing Corporation and the Department of Health and Hospitals for the expansion of the state's Permanent Supportive Housing Program through the Section 811 PRA Demonstration Program.

II. Parties to the Agreement

Louisiana Housing Corporation (LHC): Act 408 (the Act) of the 2011 Regular Session of the Louisiana Legislature, effective July 5, 2011, created the Louisiana Housing Corporation. The intent of the Act is to consolidate the funding sources and programs for affordable housing throughout the state and provide for a coordinated approach to overall state housing policy to ensure an adequate supply of affordable and accessible housing for all residents of the state. As a result of the consolidation, the LHC has the capacity to coordinate the Low Income Housing Tax Credit Program (LIHTC), HOME Program, State Housing Trust Fund and other critical housing development programs. The Louisiana Housing Authority (LHA) will also be affiliated with the LHC, providing a direct link between the programs that result in the development of Permanent Supportive Housing with those programs that subsidize the operating costs.

The Louisiana Department of Health and Hospitals (DHH): The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner. Within DHH, the following Offices and Departments serve people with disabilities who desire to have the opportunity to live in the community in integrated settings: Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), Office of Citizens with Developmental Disabilities (OCDD) and Office of Public Health (OPH). DHH is the state agency designated to administer the State plan for medical assistance under Title XIX of the Social Security Act (Medicaid); this is accomplished through the DHH Bureau of Health Services Financing. The Statewide Management Organization (SMO) is the managed care entity contracted by OBH to operate a pre-paid health plan for behavioral health services provided to children, youth and adults and to manage the state's Permanent Supportive Housing Program.

III. Partnership Description and Goals

Whereas DHH and LHC have worked together since 2005 to provide permanent integrated affordable rental housing for people with disabilities receiving assistance under Title XIX of the Social Security Act or other individuals with disabilities receiving comparable long-term services and supports in the community;

Whereas the DHH/LHC Permanent Supportive Housing (PSH) Program has been successful in preventing and addressing homelessness and preventing and addressing institutionalization of people with disabilities in the Gulf Opportunity Zone;

Whereas DHH and LHC seek to ensure that PSH is available statewide to extremely low income disabled households eligible for community-based, long-term services as provided through Medicaid waivers, Medicaid state plan options, state funded services or other appropriate services related to the type of disability targeted in this agreement;

Whereas, DHH is proactively engaged in reducing utilization of institutional long-term care services which includes: institutions for mental diseases, nursing facilities and intermediate care facilities for the developmentally disabled, as outlined in Louisiana's Plan for Choice and DHH's participation in the CMS Money Follows the Person Rebalancing Demonstration Grant;

Whereas DHH and LHC seek more efficient and effective uses of housing and health care resources;

Therefore, DHH and LHC enter into this Agreement.

IV. DHH/Office of Medicaid Roles and Responsibilities

A. Target Population

DHH, working with its agencies and SMO, shall be responsible for determining the eligibility of applicants referred to the PRA Demo Program, subject to confirmation by the LHC.

All participants in the Louisiana Section 811 PRA Demo Program (PRA Demo) shall meet the following eligibility criteria:

- (1) Household must include an individual with a disability as defined in the PRA Demo NOFA between the ages of 18 and 62 at the time of admission;
- (2) The aforementioned person with a disability must be eligible for the specific community-based, long-term services outlined in Section D of this IPA; and the household must have an income of 30% of AMI or below for the area.

B. Outreach Process

The DHH PSH Program Unit is responsible for coordination of outreach to ensure a sufficient number of eligible applicants are available.

The DHH PSH Program Unit will establish an Outreach Implementation Team comprised of the following DHH offices: OBH, OAAS, OCDD, OPH, Medicaid, the SMO and the Money Follows the Person (MFP) Program Coordinator.

The Outreach Implementation Team will oversee implementation of both state and local outreach efforts. Efforts at the state level will ensure appropriate state level staff and program directors are aware of the program and eligibility criteria. Regional efforts will include but not be limited to:

- Identifying appropriate regional agencies representative of the various target populations
- Establishing regional stakeholder teams representative of the various target populations
- Providing initial and on-going briefings for regional stakeholder teams

The Outreach methods employed by the state and regional teams to reach the target populations shall include, but are not limited to, the following:

- Announcement of unit availability through websites, email list serves and other electronic communication tools.
- List serves shall be used to maintain contact with regional organizations.
- Materials shall be made available in different languages, for individuals who may have a significant hearing loss or are deaf, and for individuals with a functional loss of vision, accommodations shall be made to assure they are aware of the program. Special consideration will be given to assure outreach efforts for those individuals who may be difficult to engage, do not use English as their first language and have refused housing or support services in the past.
- Continua of Care (CoC) participants, legal advocates and other stakeholder groups who often work with individuals who have difficulty engaging in services will be invited to participate in this outreach effort.

The DHH PSH Program unit will monitor outreach efforts and the numbers of eligible applicants on the referral lists. Adjustments to the outreach methods or numbers of outreach contacts will be made to ensure a sufficient number of eligible referrals.

C. Referrals

Referrals for PRA Demo units shall be made by the SMO to the LHC based on a referral protocol established by the LHC.

While all referrals will be made to the LHC by the SMO, prior to the referral being made, all eligible PRA Demo program applicants will have been determined by OBH, OCDD, OPH, or OAAS to have access to be one or more of the long term support services described in Section D below.

The SMO will screen referrals from the four state DHH agencies and refer individuals who meet PSH requirements to the LHC for a PRA Demo subsidy and referral.

Prioritization of Referrals

Within the eligible target populations, eligible applicants will be served in the following priority order:

- (1) Persons who are inappropriately institutionalized;
- (2) Homeless persons; and
- (3) Persons at risk of homelessness (including those persons living in transitional housing for persons who are homeless) and persons at risk of institutionalization.

Referral List and Tracking System

The SMO shall be responsible for entering referrals into a tracking system and tracking each applicant through the housing eligibility process. The LHC has selected the electronic Yardi database for this purpose. In the Yardi system, referrals will be tracked geographically.

The LHC will establish referrals by geographic areas where units are being made available and when possible they will provide participants choice of units.

All referring sources will have determined individuals being referred have access to Medicaid or other permanent services funding and meet the program requirements for a specific program category for services they need to maintain housing.

D. Services

DHH and LHC recognize that service participation of tenants in PRA Demo units is entirely voluntary.

DHH is responsible for ensuring services are available to assist the target populations to live in the community and comply with PRA Demo unit lease requirements. The PRA Demo program will make available the services listed below. In order to be eligible for a PRA Demo unit, the applicants must have access to one or more of these services at the time of admission.

- (1) Services for individuals with a disabling chronic health condition, physical, cognitive or sensory disability who meets requirements for services provided and/or funded by OAAS.
- (2) Services for individuals with a developmental disability who meet requirements for services provided by OCDD.
- (3) Services for individuals with a serious mental illness including those with co-occurring disorders provided by OBH.
- (4) Services for individuals with a chronic health condition, physical, sensory or cognitive disability whose condition meets the requirements of "in need of PSH" but does not meet the threshold requirements for long term care services provided by OAAS and whose disabling condition occurred after age 22.

Service provision for these populations is of the highest priority for DHH and its agencies.

E. Participation in Project Selection

In order to ensure PRA Demo units are appropriate for the target populations, LHC has invited DHH to participate in project selection. LHC shall provide DHH with information regarding units in properties the agency has already determined to be financially feasible. DHH shall work with DHH Program offices, state staff and regional teams to assess the bedroom size, amenities, accessibility and geographic location of proposed units. Regional agencies will be designated to visit sites to assess proximity of public transportation and neighborhood characteristics. Feedback from these reviews will be provided promptly to LHC. LHC shall not select units for the PRA Demo program should DHH determine such units cannot be reasonably occupied by the target population.

F. Oversight and Monitoring

DHH is responsible for overall monitoring and oversight of DHH agencies, SMO and providers to ensure compliance with this Agreement. DHH will expand the current policies and procedures for monitoring the Gulf Opportunity Zone PSH program and adapt such program to the specific requirements of this demonstration program.

DHH shall monitor to ensure effective implementation including but not limited to the following:

- Effective outreach including sufficient number of eligible applicants to refer to PRA Demo units in all geographic areas of the state and the eligible applicant pool includes all targeted populations.
- Referrals shall be made to available PRA Demo units in a timely manner including a sufficient number of eligible applicants referred for PRA Demo units in all geographic areas of the state.
- Quality assurance of services including assurance that all services specified in Section D are available in all geographic areas of the state.

If monitoring identifies concerns or substandard performance, DHH shall take action to correct such substandard performance within a reasonable period of time.

V. LHC Roles and Responsibilities

A. Enter into Cooperative Agreement with HUD

In the event an award of funds is made for this application from the Section 811 Supportive Housing for Persons with Disabilities – Project Rental Assistance Demonstration (PRA Demo) Program, federal register number FR-5600-N-28, the LHC is willing to enter into a cooperative agreement with HUD.

B. Administer the PRA program

The LHC shall administer the PRA Demo program as described in the HUD NOFA and further refined in the Cooperative Agreement. These tasks will include but are not limited to:

- Identifying eligible properties for the PRA Demo program;

- Reviewing applications for PRA funding;
- Underwriting and awarding PRA Demo funds;
- Developing and executing Rental Assistance Contracts;
- Managing the PRA Demo program; and
- Assuring compliance with all of the PRA Demo program requirements.

C. Select Projects for Funding

LHC shall select only Eligible Multifamily Properties for this program. An eligible multifamily property:

- Can be any new or existing property owned by a nonprofit or a private entity with at least 5 housing units.
- Properties will have financing commitments through the LIHTC, HOME or other LHC funded development programs. Section 811 and Section 202 Capital Advances may not be used.
- Properties with existing use restrictions for persons with disabilities are not eligible, unless such PRA Demo funds are being used to support other units in the building without such restrictions.
- Existing units receiving any form of long-term operating housing subsidy within a six-month period prior to receiving PRA Demo funds, such as assistance under Section 8, are ineligible to receive this assistance.
- No more than 25 percent of the total units in Eligible Multifamily Properties can: 1) be provided Section 811 PRA Demo funds; 2) be used for supportive housing for persons with disabilities; or 3) have any occupancy preference for persons with disabilities.
- PRA Demo units must be dispersed throughout the property and must not be segregated to one area of a building (such as on a particular floor or part of a floor in a building or in certain sections within a project).

LHC shall work with DHH to determine location and type of units appropriate for target population. The LHC will not approve units that DHH indicates it is not able to occupy with eligible tenants from the target populations.

LHC shall provide incentives in the state's QAP for Owners to provide PSH units.

D. Tenant Selection and Protection

LHC shall work with Owners and Property Managers to detail eligibility requirements, to determine reasonable screening standards, and provide education regarding both the requirement to provide reasonable accommodations and compliance with fair housing laws.

The LHC shall develop an agreement for signature by the Owner and SMO outlining the tenant selection procedures as well as other key program information.

The LHC shall ensure that the required Use Restriction and/or the Rental Assistance Contract (RAC) specify that an owner may not terminate the tenancy or refuse to renew the lease of a tenant of a PRA Demo assisted unit except: 1) for serious or repeated violations of the terms and conditions of the lease, for violation of applicable Federal, State, or local, or for other good

cause, and 2) by providing the tenant, not less than thirty (30) days before such termination or refusal to renew, with written notice specifying the grounds for such action.

The LHC shall ensure that tenancy in PRA Demo assisted units is reserved for the targeted population identified in this Agreement.

The LHC attests that participation in supportive services by eligible tenants in PRA Demo units is voluntary and may not be required as a condition of tenancy.

Persons with disabilities will not be prohibited from applying for residency in non-PRA Demo units.

E. Administer Rental Assistance Contracts (RAC)

The LHC shall be responsible for administering the RAC.

All RACs shall identify the project, the number of contract units by bedroom size and accessibility, the contract terms and the conditions for receipt of the PRA Demo payments, including provisions ensuring that tenants are afforded the same tenant protections as provided to tenants receiving assistance under HUD's Section 811 Program (*e.g.*, lease term, termination of tenancy, and participation in services).

LHC shall establish rent levels for the projects consistent with HUD requirements under the Section 811 Project Rental Assistance Demonstration Program NOFA and this Agreement.

LHC shall certify annually to HUD that PRA Demo assisted units are occupied by eligible tenants as defined by the Section 811 Project Rental Assistance Demonstration Program NOFA.

LHC shall conduct regular physical inspections of PRA units to confirm that they meet the uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair.

LHC shall comply with federal requirements under the PRA Demo NOFA including, but not limited to compliance with federal requirements regarding fair housing, discrimination, labor, water conservation, lead paint and energy consumption.

F. Oversight and Monitoring

LHC shall be responsible for coordinating oversight relative to the development of the program, progress made on the proposed activities and results of those activities, monitoring of funds drawn and project deliverables and timelines.

LHC shall be responsible for the review of applications for funding, underwriting and awarding PRA Demo funds, developing and executing RACs, managing the rental assistance program and assuring compliance with all of the PRA Demo program requirements including monitoring project owners for compliance in providing decent, safe and sanitary housing to assisted PRA

Demo residents, ensuring payment to property owners are calculated accurately and paid in a timely manner.

VI. Joint DHH and LHC Responsibilities

A. Executive Management Council (EMC)

The Executive Management Council is comprised of the DHH Deputy Secretary, DHH Program Office Assistant Secretaries, the State Medicaid Director and the LHC Housing Authority Administrator. The EMC will continue to meet on a regular basis to assist in planning for PRA Demo Program implementation. EMC will meet at least monthly during first year of the demonstration and at least quarterly thereafter.

Joint responsibilities will include but are not limited to:

- Development of program policies and procedures including bi-annual review and updating of these. Review performance and outcomes and other data that provides feedback on program implementation to adjust program as needed including outreach, referral, service provision, and housing pipeline.
- Develop annual program report.
- Assist with project selection.
- Establish priority populations.

B. Process for Dispute Resolution

The SMO will operate a Tenant Services Management Unit (TSM). The TSMs are responsible for managing the dispute resolution process.

- (1) Step One: The parties (Tenant, Owner/Property Manager) are advised to attempt to resolve the dispute among themselves with support of local advocates such as case managers.
- (2) Step Two: If disputes cannot be resolved through Step One, any party may contact the appropriate TSM and the Owner or the Property Manager's supervisor. These staff will review the dispute and attempt to resolve it.
- (3) Step Three: If the Owner/Property Manager's supervisor and TSM are unable to resolve the dispute, the dispute may be forwarded to DHH PSH Program Manager and the LHC Housing Authority Administrator for resolution.

C. Data Collection and Program Performance Evaluation

LHC and DHH will collaborate on data collection and program evaluation methods to ensure that this demonstration program can be fully and effectively evaluated.

D. Communication

In order to ensure effective and regular communication, DHH and LHC shall participate in (i) bimonthly conference calls to review program status and (ii) monthly calls jointly with staff

working with each geographic region. In-person meetings will be held at least twice per year but cost of travel combined with effectiveness of telecommunication tools including video will limit the number of in-person meetings.

VII. Administration

A. Term

This agreement shall be in effect for a period of twenty (20) years from the date of formal notification of the awarding of funds from the Section 811 Supportive Housing for Persons with Disabilities – Project Rental Assistance Demonstration (PRA Demo) Program, federal register number FR-5600-N-28, subject to continued appropriation after the first five (5) years of the award.

B. Termination

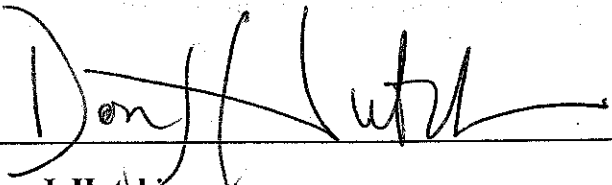
Either party to this agreement may terminate the agreement at any time by giving ninety (90) days notice.

C. Amendment

Parties to the Agreement will review the Agreement at least annually. The Agreement may be amended if agreed upon among the parties.

SIGNATURES

For the Louisiana Housing Corporation

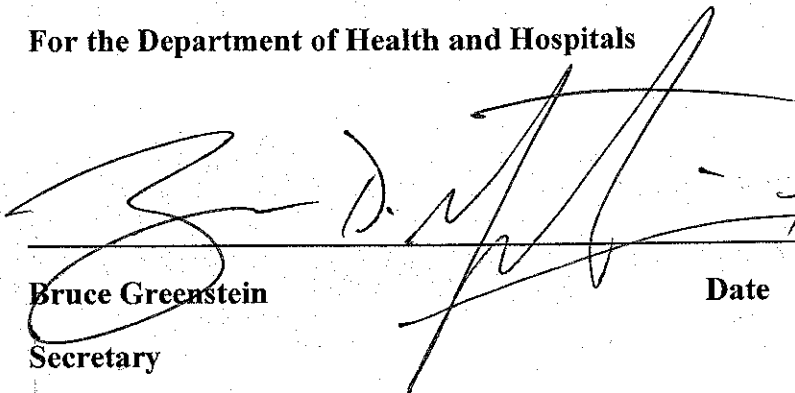
 7/26/2012

Don J. Hutchinson

Date

Interim Executive Director

For the Department of Health and Hospitals

 7/26/2012

Bruce Greenstein

Date

Secretary