Memorandum of Understanding
Between The Valley of the Sun United Way, City of Tempe and the Arizona
Department of Health Services

C2010-10
This Memorandum of Understanding ("MOU") reflects the mutual intention and understanding of
the Valley of the Sun United Way ("United Way"), a 501(c)(3) organization located in Arizona,
the City of Tempe, Arizona, a municipal corporation and the Arizona Department of Health
Services, a state agency (collectively the "Parties") regarding a collaborative relationship to
develop and implement a permanent supportive housing pilot "Pilot".

Purpose
The goal of the Pilot is to create approximately 35 units of supportive housing serving Title XIX
eligible long-term and chronically homeless adults in the City of Tempe and to assess the Pilot's
effectiveness. Supportive housing is intended to be permanent, independent, and affordable
housing combined with on-site or visiting case management, health, support, and employment
services.

The purpose of the Pilot is to attempt to address persistent homelessness, to reduce high-cost
emergency and crisis services, and to encourage improved health, self-reliance and
employment by drawing on and combining the particular expertise of each Party. In addition to
raising money, United Way monitors needs, identifies critical social issues, and brings the right
people together to advance the common good. Often United Way partners with non-profits,
businesses and government to educate the public about key social issues. The City of Tempe,
through its Housing Services Division, will administer Homeless Prevention and Rapid
Rehousing (HPRP) funding to pay up to 18 months of housing costs for pilot tenants. The
State of Arizona Department of Health Services, Division of Behavioral Health Services, is a
contractor with the Arizona Health Care Cost Containment System (AHCCCS) that provides
behavioral health services to eligible enrollees of the AHCCCS program who are participating in
the federal Title XIX and XXI programs. The Parties will utilize their expertise to accomplish the
goal and carry out the purpose of the Pilot.

Cooperative Actions
The Parties shall;

- Secure the endorsement and/or formal approval for this Memorandum of Understanding
  by their governing authority,

- Support and work to finance or deliver housing and needed services to chronically
  homeless individuals, or support and work with other agencies and teams that finance or
  deliver health care, mental health and substance use treatment, vocational, and/or
  similar services to community residents in each jurisdiction participating in the Pilot.

- Support and work to develop and implement strategies which more effectively meet the
  needs of the chronically homeless, including integrating supportive services and
  supportive housing.

- Comply with all applicable federal, state and local laws, rules and regulations including
  the Health Insurance Portability and Accountability Act especially when a staffing is
convened concerning the supportive services to be delivered to Pilot participants. All non-Parties involved in the staffing, directly or indirectly, shall also be advised of and separately and in writing agree to comply with all applicable federal, state and local laws, rules and regulations including the Health Insurance Portability and Accountability Act and especially all applicable privacy laws.

- Support and work to analyze the cost-effectiveness of supportive services and permanent housing that targets the chronically homeless, while absolutely protecting the confidentiality and privacy rights of individuals.

- The Parties will also work with the Valley of the Sun United Way Homeless Advisory Board, to provide advice on the effectiveness of the Pilot during the Pilot implementation. The Advisory Board, the Tempe City Council or the State of Arizona may make a reasonable request that the Parties address any Party governing body about the supportive housing initiative Pilot.

Future Actions

- United Way shall provide its expertise in health and human services, including convening partners as needed, and assisting with marketing, fund development, evaluation, and assessment of the Pilot.

- The City of Tempe Housing Services Department shall allocate and administer Homeless Prevention and Rapid Rehousing (HPRP) funds for up to 35 units of scattered site housing located within the boundaries of Tempe, Arizona and only based on HPRP fund availability. The City of Tempe shall comply with, among others, all HPRP rules and regulations which include, among other things, an eligibility limit of 18 months for HPRP assistance. The City of Tempe Housing Services Department shall give preference to HPRP eligible individuals identified within the boundaries of Tempe, Arizona.

- The Arizona Department of Health Services shall provide services through contract with Magellan and their contract with the PNO for Title XIX eligible SMI Pilot participants including provision of ACT team(s) through its contract with Magellan and its contract with the PNO located in the City of Tempe, Arizona for Pilot participants and, in conjunction with the ACT team, identifying and outreach to homeless individuals.

Scope of Understanding

- Each Party agrees that it shall support actions of each other Party that are consistent with this Memorandum of Understanding and upon request of another Party shall state such support in writing.

- Each Party agrees that all actions taken in furtherance of this Memorandum of Understanding shall comply with all applicable laws, rules, and regulations.

- Each Party agrees that the Pilot shall establish and maintain written policies, procedures, and controls that comply with all applicable federal or state statutes and regulations governing the use and disclosure of confidential medical information and records, including provisions that medical information, names, or other information
regarding any person applying for, claiming or receiving services through this Memorandum of Understanding or any employer of such person, shall not be made available for any political or commercial purpose and information received from a federal or state agency pursuant to federal or state law, shall be disclosed only as provided by federal or state law.

- Joiner in and ratification of this Memorandum of Understanding shall not imply concurrence of a Party in any matter not covered by this Memorandum of Understanding.

- If a Party believes that another Party has violated this Memorandum of Understanding, it shall contact the designated representative of the other Parties to discuss the issue. The Parties shall attempt in good faith to resolve the question. If no agreement is reached, this Memorandum of Understanding shall automatically terminate.

- In the event of a material violation of this Memorandum of Understanding, the non-violating Parties shall be relieved of their obligations hereunder. Violation of this Memorandum of Understanding shall not give any person or entity, whether or not a Party to this Memorandum of Understanding, a right to damages, indemnity, injunctions, or other judicial remedies.

- A Party and its officials, employees, agents and affiliates (by operation of law or otherwise) release, discharge and covenant not to sue or to cause others to sue the other Parties and their officials, employees, agents and affiliates (by operation of law or otherwise) for or on account of any and all claims, actions, inactions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, agreements (express or implied, oral or written), representations, warranties, damages, injuries, liabilities and demands whatsoever, in law, in equity, in arbitration, in an administrative proceeding or otherwise, whether known or unknown, latent or obvious, contingent or fixed, liquidated or unliquidated which they ever had, now have or hereafter may have for, upon or by reason of any act, inaction, omission, transaction, matter, cause, commission, defect (whether known or unknown, latent or apparent) and/or thing arising out of, in connection with or relating to this Memorandum of Understanding.

- Both the State of Arizona and its Department of Health Services and the City of Tempe and its Department of Housing Services are subject to Arizona public records law, A.R.S. § 39-101 et seq. among other laws.

- At any time while this Memorandum of Understanding is in effect, any Party may request modifications. All parties must ratify in writing any proposed modification and all provisions not explicitly modified will remain in effect.

- Any Party may terminate this Memorandum of Understanding by written notification of termination to the other Parties.

- The Parties shall support and work toward the goals set forth in this Memorandum of Understanding for a period of three (3) years from the Effective Date which is January 7, 2010.

[SIGNATURE PAGE TO FOLLOW]
VALLEY OF THE SUN UNITED WAY:

Valley of the Sun United Way, a 501(c)(3) corporation

By: __________________________

Name: Merl E. Waschler

Its: President & CEO

Date: January 10, 2010

ARIZONA DEPARTMENT OF HEALTH SERVICES:

Arizona Department of Health Services, a state agency

By: __________________________

Name: Christine Ruth

Its: Acting Chief Procurement Officer

Arizona Department of Health Services

ADHS LOA Number: AGR2010-008

Date: January 6, 2010

CITY OF TEMPE, a municipal corporation

By: __________________________

Name: Hugh Hallman

Its: Mayor

Date: January 7, 2010

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Attorney
RESOLUTION NO. 2010.05


WHEREAS, Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds for Homeless Prevention and Rapid Re-Housing (HPRP); and,

WHEREAS, the City of Tempe received an allocation of $661,447 in HPRP funds; and,

WHEREAS, the City of Tempe, in partnership with the Valley of the Sun United Way and the Arizona Department of Health Services, have agreed to develop and implement a pilot project 35 units of scattered site permanent supportive housing for Tempe chronically homeless individuals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Tempe City Council supports the use of awarded ARRA 2009 HPRP funds for investment in a pilot project of 35 scattered site units of permanent supportive housing.

That the Tempe City Council authorizes the Mayor to enter into the Memorandum of Understanding on behalf of the City of Tempe.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 7th day of January, 2010.

[Signature]
Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney