INTERAGENCY PARTNERSHIP AGREEMENT

Between

ARIZONA DEPARTMENT OF HOUSING
and
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM,
ARIZONA DEPARTMENT OF HEALTH SERVICES,
ARIZONA DEPARTMENT OF ECONOMIC SECURITY

THIS INTERAGENCY PARTNERSHIP AGREEMENT ("IPA") is entered into by and between the Arizona Department of Housing (hereinafter called "ADOH"), the Arizona Health Care Cost Containment System (hereinafter called "AHCCCS"), the Arizona Department of Health Services (hereinafter called "ADHS"), and the Arizona Department of Economic Security (hereinafter called "ADES") collectively ("the Parties").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter called "HUD") has issued a Notice of Funding Availability ("NOFA") for Section 811 Project Rental Assistance Program ("PRA") to provide project-based rental assistance to supplement the rent for extremely low-income tenants with a disability; and

WHEREAS, ADOH desires to serve as the Lead Applicant for the State of Arizona in submitting an application in response to HUD’s NOFA; and

WHEREAS, HUD’s NOFA requires an Inter-Agency Partnership Agreement outlining a partnership between the Lead Applicant and state health and human services/Medicaid agencies to provide support services to extremely low-income tenants with a disability who are receiving project-based rental assistance under this NOFA; and

WHEREAS, in the State of Arizona ADES is the state human services agency; and

WHEREAS, in the State of Arizona AHCCCS is the state Medicaid agency; and

WHEREAS, in the State of Arizona ADHS is the state health agency; and

WHEREAS, the Parties agree that said partnership is beneficial in aiding the State in serving extremely low-income residents of Arizona with a developmental disability who are currently underserved with respect to rental housing opportunities and have identified specifically a desire to apply for this assistance for individuals who meet the requirements as established in this Agreement;
NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. TERM OF AGREEMENT.
This IPA shall commence upon signatures by all parties and shall terminate according to the conditions outlined below:

If ADOH is successful in receiving an award from HUD under the Section 811 Project Rental Assistance Program, this Agreement shall have a term of not less than five (5) years which will be co-terminus with the term of the initial funding of units under the NOFA. If successful, ADOH shall execute an amendment to the Agreement at such time that it is able to establish a firm termination date to the Agreement based on its Cooperative Agreement with HUD. It is also understood by all Parties that after the expiration of the five (5) year period, further extensions to the agreement will be sought on no less than an annual basis as funding is made available under the award through annual extensions for a total period of twenty (20) years or longer, if the federal government continues to provide funding to the State for this purpose.

Should ADOH’s application to HUD not receive a Section 811 PRA award from HUD this Agreement shall terminate on June 30, 2015 unless it is terminated prior to that date or extended through a written amendment in accordance with Article II.

ARTICLE II. AMENDMENTS.
During the term of this Agreement this IPA may be amended by mutual agreement of the Parties in writing. Amendments may be necessitated by the changing or transferring of roles or duties of the Parties which may become necessary due to changes imposed by agency policy or state legislation.

ARTICLE III. TARGET POPULATION
For the purposes of this Agreement, it is understood by all Parties that Section 811 PRA funds may only be provided for rental assistance for housing units set aside for extremely low-income households (as defined below), where at least one person is an individual diagnosed with a Developmental Disability according to state and federal regulations, and is age 18 or older, but less than 62 years of age at the time of admission. Furthermore, a person with a long-term disability served under this program must be eligible for community-based long term care services and supports provided by the Arizona Long Term Care System (ALTCS) under the State’s Medicaid 1115 demonstration waiver.

For the purposes of this Agreement “An extremely low-income household” is a family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD with adjustments for smaller or larger families, is eligible to benefit from this rental assistance. Both “annual income” and “extremely low-income family” are defined in 24 CFR 5.603. Federally mandated income exclusions defined by 24 CFR 5.609 must be applied in determining income eligibility at the time of admission in calculating the Eligible Tenant’s income during the interim/annual recertification stages.

Any members of the target population who are assisted with rental assistance under a successful Section 811 PRA grant will be hereinafter referred to as “Program Participants”. All Parties acknowledge that Program Participant participation in supportive services is voluntary and
cannot be required as a condition of tenancy connected with receiving Section 811 rental assistance.

ARTICLE IV. PERFORMANCE OF THE PARTIES.
During the term of this Agreement the Parties agree to provide support to this cooperative effort as follows:

ADOH is the Lead Applicant. As the State Housing Agency, ADOH will serve as the Lead Applicant and its duties shall include:
1. Completing and submitting an application for Section 811 PRA grant monies to HUD.
2. Serving as the lead coordinator with all Parties to the Agreement in the performance of duties related to applying for and executing the requirements of a Cooperative Agreement with HUD for PRA funding, including monitoring, reporting, and other duties as required under the HUD Agreement.
3. Providing capital funding for the acquisition, rehabilitation and/or new construction of rental units appropriate for the intended tenants. ADOH intends to utilize state and federal resources available through its agency, which may include federal Low-Income Housing Tax Credits, HOME Investment Partnership Program, State Housing Trust Funds or other resources, which shall be combined with other public and private resources to fund the development of the rental units. Properties may also carry mortgages to the extent that the property’s cash flows will support permanent debt.
4. Depending on the amount of PRA grant monies received, assisted rental units reserved for the Program Participants would be expected to be spread out to between one (1) to four (4) properties in counties identified by the Parties to show the greatest demand for assisted units for the target population.
5. Handling all fiscal duties required of a Cooperative Agreement with HUD with respect to the handling of monthly project-based rental subsidy payments to be made to rental properties for the Program Participants.
6. Working with HUD on review and analysis of the State’s performance under its Section 811 PRA Cooperative Agreement with HUD.

ADES is the State Human Services Agency. As the State Human Services Agency, ADES agrees that the provision of rental assistance along with supportive human services is desirable and aids its agency in supporting its mission to provide services for the target population in the state of Arizona. To that end, ADES/Division of Developmental Disabilities (ADES/DDD) agrees to cooperate in the following manner:
1. Designate one individual(s) who will be the primary ADOH liaison. The number of individual District liaisons will be determined by the scope of the housing locations. The District liaisons will work closely with the Primary ADOH liaison to keep current on the availability of apartments, to review the list of members waiting for this option, and to insure that referrals are completed timely.
2. ADES/DDD agrees that it will establish a method of referral for the target population which is individuals who have been diagnosed with a Developmental Disability, to create an avenue for Program Participants to be aided in accessing the rental units reserved for the targeted populations. To that end, ADES/DDD will:
   a. Work with ADOH to design and adopt a process for ADES/DDD or its subcontractors to provide full disclosure to each applicant for a Section 811 PRA unit

IPA between ADOH and ADES, AHCCCS, ADHS re: HUD Section 811 PRA
of all options available to the applicant in the selection of the property in which to reside, including basic information about available sites (e.g., location, number and size of accessible units, access to transportation and commercial facilities) and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types (e.g., regular or accessible) at each site. Where, as the result of the unavailability of an accessible unit, an individual with a disability chooses to reside in a non-accessible unit, property owners will be required to provide reasonable accommodations to qualified individuals with disabilities, which includes structural modifications to existing dwelling units and public use and common use areas, in order to make effective use of the program.

b. Attach a link on its website to information on ADOH’s website about the PRA program, detailing the program, eligibility requirements, and necessary steps to be considered for rental assistance. The members and families that view this information will also have the opportunity to contact DDD for more information using email, a toll-free telephone number, or the DDD website. Also available will be an electronic copy of a brochure that will be developed.

c. Provide on-going training for Support Coordination staff to learn about the program and how to access it for the members on their caseload. A protocol will be developed by the Division’s Program and Network staff as to the exact role of the Support Coordinator in assisting the member to locate appropriate vacancies within the PRA program.

d. Design a brochure that details the program and process to be utilized for PRA. The brochure will be provided to members and families interested in the PRA. It will be a step-by-step guide for submitting an application.

3. In creating its method of referral, ADES/DDD or its subcontractors will identify eligible Program Participants who would benefit from the available services, which will allow for Program Participants to live independently in supportive housing units, which will include appropriate community-based long-term services and supports to the target population. However, participation in supportive services shall be considered voluntary and will not be required as a condition of tenancy. To that end:

a. The target population for this project is adults enrolled with the Division of Developmental Disabilities (DDD) who are eligible for ALTCS services and choose to live in the community with supports and services. Individuals enrolled with the Division have a Support Coordinator and, at a minimum, an annual, Individual Support Plan (ISP) that identifies the medically necessary services and supports that are needed by the individual. The Division will review those individuals living in Individually Designed Living Arrangements (IDLAs) who are struggling to sustain their integrated community-based setting due to their financially precarious positions and make recommendations for them to apply for the Project Rental Assistance Program. Further, consideration as a high priority for referral are those individuals for whom a group home is no longer appropriate (due to their increased skill level) but is the only financially feasible option at this time. Utilizing the Project Rental Assistance Program would allow them the opportunity to become fully integrated in the community in the least restrictive setting to achieve their vision of full community integration. The third target group will be individuals living at home without the financial means to move into their own apartments who, with the long
term care services and supports, could be successful in this community integrated setting.

b. ADES/DDD’s service providers will provide the services as identified and administered through a Program Participant’s Individual Support Plan (ISP) and will continue to have contact with all ISP team members.

4. ADES/DDD will meet quarterly with ADOH to review the progress of outreach to members, referral to the program and management of any wait list. The agencies will strategize areas for improvement in processes. A dispute resolution process will be developed at the onset of the grant that will identify the protocol and procedures to be taken in the event of a dispute between the resident and the owner/manager of the residential property. It is also anticipated that the quarterly meetings will provide a forum to discuss any incidents that may have arisen based on referral, eligibility, and placement. Participants in this quarterly meeting will include, but not be limited to, the Division Network Administrator, the Division ALTCS Administrator, District Liaisons and primary ADOH liaison.

5. ADES/DDD acknowledges that in addition to HUD regulations regarding evictions under 24 CFR part 5, an owner may not terminate the tenancy or refuse to renew the lease of a tenant/program participant of a Section 811 PRA 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 law, or for other good cause, and (2) by providing the tenant, not less than 30 days before such termination or refusal to renew, with written notice specifying the grounds for such action.

6. ADES/DDD acknowledges that no more than 25 percent of the total units in Eligible Multifamily Properties can: (1) be used for supportive housing for persons with disabilities (either under the Section 811 PRA program or any other federal or state program); or (2) have any occupancy preference for persons with disabilities. These units will be disbursed throughout the property and will not be segregated to one area of a building (such as a particular floor or part of a floor in a building nor in certain sections within a project). Owners may designate unit types (e.g., accessible, 1-bedroom, etc.) rather than designating specific units (e.g., units 101, 102, etc.) to be set-aside for Section 811 PRA supportive housing units. This will allow flexibility in offering the next available unit to a person with a disability under this program as long as the unit type was designated as being set-aside for persons with disabilities and the number of units occupied by persons with disabilities under the set-aside had not been met. ADES also acknowledges that property owners may not prohibit persons with disabilities from applying for residency in non-Section 811 PRA units.

**AHCCCS is the State Medicaid Agency.** As the State Medicaid Agency, AHCCCS serves as the administrator of Medicaid funding which shall be provided to ADHS, ADES, and other providers through channels established outside of this Agreement and as shall be in place at the time funding for such services is provided to provide the health and/or human services outlined in this Agreement. AHCCCS agrees that the provision of rental assistance along with supportive health and/or human services is desirable and aids its agency in supporting its mission to fund services for the target population in the state of Arizona.

**ADHS is the State Health Agency.** As the State Health Agency, ADHS will provide services to eligible Program Participants to be funded through Medicaid, or other federal or state resources, which it delivers under an Intergovernmental Service Agreement between the Arizona Department of Economic Security (ADES) and the ADHS/Division of Behavioral Health Services
as shall be necessary to provide behavioral health-related services to the extent that any of the Program Participants have dual-diagnoses which require such services and in which the Program Participants desire to participate. ADHS agrees that the provision of rental assistance along with supportive health and/or human services is desirable and aids its agency in supporting its mission to provide services for the target population in the state of Arizona. ADHS agrees to cooperate in the evaluation of the program to the extent that the agency was involved in providing services under this agreement.

ARTICLE V. SPECIAL PROVISIONS.

Compensation. The Parties agree that there will be no compensation due or paid to or by any of the Parties in association with the fulfillment of the Performance of the Parties duties as outlined in this Agreement. Compensation associated with administration of the program and health and social services provided to the target population through Medicaid and other federal and state resources which may be described in this Agreement are covered entirely by separate agreements and no representation regarding the exchange of monies associated with such compensation is addressed through this Agreement.

Notices.
All notices under this Agreement given by any party shall be provided to all parties in writing to the following individuals or their successors:

Carol Ditmore, Assistant Deputy Director/Operations
Arizona Department of Housing
1110 W. Washington Street, Suite 310
Phoenix, Arizona 85007
Carol.Ditmore@azhousing.gov

Al Nieto, Administrator
Family and Community Resources
Division of Developmental Disabilities
Arizona Department of Economic Security
1789 West Jefferson Street, 4th Floor NW
Phoenix, AZ 85007
ANieto@azdes.gov

Dara Johnson, Program Development Officer
Arizona Health Care Cost Containment System
701 East Jefferson Street, MD6100
Phoenix, AZ 85034
Dara.Johnson@azahcccs.gov

Kelly Charbonneau, MA, Bureau Chief/Program Operations
Arizona Department of Health Services
150 North 18th Avenue, Suite 220
Phoenix, AZ 85007
Kelly.Charbonneau@azdhs.gov
ARTICLE VI. GENERAL PROVISIONS.

Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the target matter. The parties agree that should any part of the Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

Waivers. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waivers by any party of any breach or default of any clause of the Agreement by another party shall not operate as a waiver of any previous or future default or breach of the same or different clause of the Agreement.

Assignment. No party may assign any rights hereunder without the express, written, prior consent of all parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Termination. This Agreement may only be terminated as agreed in Article I - TERM OF AGREEMENT.

Arbitration. The parties hereto agree to resolve all disputes arising out of or relating to this IPA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518, except as may be required by other applicable statutes.

Liability. It is understood that no party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.

Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.
This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

Michael Trailor, Director  
Arizona Department of Housing  

[Signature]  
4.22.14  
Date

Clarence H. Carter, Director  
Arizona Department of Economic Security  

[Signature]  
Date

Thomas J. Betlach, Director  
Arizona Health Care Cost Containment System  

[Signature]  
Date

Will Humble, MPH, Director  
Arizona Department of Health Services  

[Signature]  
Date
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Arizona Department of Housing

Clarence H. Carter, Director
Arizona Department of Economic Security

Date
4/24/14

Date

Thomas J. Betlach, Director
Arizona Health Care Cost Containment System

Date

Will Humble, MPH, Director
Arizona Department of Health Services

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Arizona Department of Housing

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Clarence H. Carter, Director
Arizona Department of Economic Security

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Thomas J. Betlach, Director
Arizona Health Care Cost Containment System

__________________________
Christine Ruth, Chief Procurement Officer
Will Humble, MPH, Director
Arizona Department of Health Services
ADHS 18A § 4.58 3.2019

Date

Date

Date

4-22-14

Date