

**Inter-Agency Partnership Agreement**  
**Between Alaska Housing Finance Corporation (Applicant)**  
**and State of Alaska Department of Health and Social Services**

**Section I. General Purpose of Agreement and Parties to Agreement:**

This document constitutes a Partnership Agreement between HUD 811 PRA Demo Applicant Alaska Housing Finance Corporation (hereinafter referred to as AHFC) and the State of Alaska Department of Health and Social Services (hereinafter referred to as DHSS) for the purpose of providing project-based rental operating assistance for extremely low-income persons with disabilities, thereby increasing access to new and existing affordable permanent supportive housing units and appropriate supportive services in the State of Alaska through the HUD Section 811 Project Rental Assistance (hereinafter referred to as PRA Demo) Program. AHFC is the Housing Finance Agency and Public Housing Authority for the State of Alaska. DHSS is the Alaska state department that administers all state health and human services programs and policies and the State of Alaska's Medicaid programs. (NOFA Number FR-5700-N-28; CFDA Number 14.326)

The primary purpose of this program is to identify, stimulate, and support innovative state-level strategies that will transform and increase permanent supportive housing for extremely low-income persons with disabilities while also making available appropriate support and services. Housing people with disabilities in residential settings with supportive services has proven to be less costly than institutional settings. In a meta-analysis of the research on supported housing models, Boston University's Center for Psychiatric Rehabilitation published a report with the findings that indicate supported housing is effective and reduces costs for individuals with mental illness, those who are homeless and have addictions. Key components of the review highlight the need for housing to be affordable or subsidized and a need for an integrated social service delivery system with intensive supportive services available. When these components are in place, people with disabling conditions in supported housing utilize fewer social and clinical services over time resulting in healthier residents and sustainable programs.

**Section II. Background:**

On January 4, 2011, the Frank Melville Supportive Housing Investment Act (hereinafter, the Act) was executed by the President. (Public Law 111-374). The Act provided revisions to the HUD Section 811 programs by, among other things, creating the PRA option for States. In order to apply for funding under the PRA option, Housing Finance Agencies (like AHFC) must partner with State Medicaid/Human Services Agencies (like DHSS). In accordance with the Act, the Partnership Agreement will:

1. Identify and provide a detailed description of the target population(s) to be served;
2. Set forth methods for outreach and referral; and,
3. Demonstrate a commitment to make appropriate services available to residents in PRA Demo assisted units in multi-family properties.

### **Section III. HUD 811 PRA Demonstration Requirements:**

- A. **Identification of Target Population:** The target populations for this program include extremely low-income disabled households with at least one person in the household who is between the ages 18-62 at the time of admission to a HUD 811 PRA Demonstration property and who is eligible for community-based services as provided by Medicaid waivers, Medicaid state plan options, or state funded services, and include the following two priority populations:
- a. Tier 1: Individuals that meet the HUD 811 program criteria above who are currently in Assisted Living Homes (ALH), on state General Relief and supported by state general funds, and are appropriate candidates for independent supportive housing. Once all individuals are moved into integrated housing, this program would serve as a diversion program for individuals meeting GR criteria to keep from entering ALH level of care.
  - b. Tier 2: Individuals that meet the HUD 811 program criteria above who are re-entering the community from institutional care: i.e. those discharged (within last 12 months) from an inpatient psychiatric or residential treatment facility, jail or prison, long-term nursing home stay (over 6 months) or transitional-age youth who are aging out of foster care or institutional settings. Tier 2 would only be utilized if an insufficient number of potential participants will be identified from tier 1.

The Project will be implemented in Anchorage, Fairbanks, the Matanuska Susitna Borough, and Juneau. Geographic areas were determined by a review of existing Assisted Living Home General Relief placements and identification of communities that have a breadth of services and provider agencies as well as strong relationships with housing partners that have eligible units and who have experience providing supportive housing to the target population. The program may be expanded to other areas of the state that have available services, housing units, and an identified need for this program.

### **B. Methods for Outreach and Referral:**

- a. AHFC will conduct a solicitation that conforms to applicable procurement requirements and results in execution of a number of Rental Assistance Agreements (RAC's) between AHFC and PRA Demo eligible property owners.
- b. RAC's will require property owners to comply with all applicable aspects of the PRA Demo program.
- c. DBH's Office of Integrated Housing and SDS's Adult Protective Services unit administer General Relief programs that fund assisted living home placement for individuals with disabilities. Outreach and Referral to target population for tenancy of HUD 811 PRA Demo units will be conducted primarily through an agreement between community-based service providers who are grantees of the State of Alaska, Division of Behavioral Health (DBH), and Senior and Disabilities Services (SDS). DBH and SDS administer home and community-

based grant, Medicaid and Medicaid Waiver programs that provide support services to the target population for this proposed program.

- d. Community-based service providers {through Aging and Disability Resource Centers (ADRC) and Community Mental Health Centers (CMHC)} serving the target population will be notified regarding program availability. Information will be provided on the target population and eligibility criteria, with access to the program application. Providers in the targeted communities will be encouraged to assist clients to complete and submit the application to DBH for subsidy and services.
- e. Following approval determination by DBH Office of Integrated Housing, the application will be forwarded to AHFC if/when a unit is available and/or placed on the PRA Demo Project Approved Participant List to await a unit opening.
- f. DBH Office of Integrated Housing will manage and maintain the list of approved participants and will coordinate with community-based service providers to ensure that each participant has a case manager who will begin the process of developing a supportive services housing plan and/or treatment plan as appropriate. DBH will maintain this list on a first-come-first-serve basis.
- g. AHFC will notify DBH Office of Integrated Housing and community-based service providers upon availability of HUD 811 PRA Demo units during initial lease up phase of the project and ongoing. Notification will occur via email listserve and placement on an online Housing Locator.
- h. Community-based service providers will work with their clients on the PRA Demo Project Approved Participant List to secure housing units through traditional processes of securing rental housing. Notification that a participant is housed in a HUD 811 PRA Demo unit will be forwarded to DBH's Office of Integrated Housing by the AHFC and the community-based service provider.

**C. Participant Support Services:**

- a. Use of services by residents in PRA Demo Projects shall be entirely voluntary and independent of tenancy or other program requirements.
- b. The Division of Behavioral Health provides the following core services through Community Behavioral Health grants, contracts, Medicaid and Individualized Services Agreements, and may include:
  - i. Emergency outpatient and residential crisis/respite services; outpatient, residential treatment and rehabilitation services for adults with severe mental illness; the same for transition aged youth (aged 18-24) who are severely emotionally disturbed; and outpatient treatment services for adults and transition aged youth(aged 18-24) with emotional disturbances; and

- ii. A comprehensive array of services is available for adults with severe and persistent (chronic) mental illnesses. Services include:
  - 1. Integrated Mental Health and Substance Use Disorders Assessment; Alaska Screening Tool/Client Status Review; Psychiatric Assessment
  - 2. Initial goal-setting and services planning (development of treatment plan/recovery plan)
  - 3. Case Management
  - 4. Comprehensive Community Support Services (individual or group skill development)
  - 5. Crisis Intervention
  - 6. Crisis Stabilization
  - 7. Medication Administration
  - 8. Peer Support Services
  - 9. Pharmacologic Management
  - 10. Psychotherapy (individual, family, group)
  - 11. Recipient Support Services
  - 12. Substance Abuse Disorder Treatment Services (outpatient and inpatient)
  
- c. The Division of Senior and Disabilities Services provides the following core services and may include:
  - i. Administration of four Medicaid Home and Community Based Waivers
  - ii. Administration of Medicaid State Plan Personal Care Attendant Services
  - iii. Administration of community-based grant programs for individuals with developmental disabilities, seniors and their caretakers
  - iv. Authorization of nursing home placements and facilitation of transitions out of nursing homes to community placements
  - v. Certification, monitoring and oversight of Home and Community Based services and providers through a continuous quality improvement process
  - vi. Protection of vulnerable adults from abuse, neglect and exploitation through investigation and the provision of protective services including the General Relief program with access to social services and Assisted Living Homes for appropriate level of care placements.
  
- d. DHSS has committed funding for the length of the initial 5-year term of the program and will be subject to funding availability due to legislative appropriation. This funding will include rental subsidy to bring rent to affordable at 47% AMI, as well as service augmentation (in addition to already-available services listed above). This enhanced funding will follow the person through the program for years 1-4 in the amount of \$5,000 per person per year in years 1 and 2, and \$2500 per year in years 3 and 4. This is intended to purchase the services that are not billable to Medicaid (outreach, transportation of client in the community, move-in costs, etc.). It is expected that due to enhanced funding rates, service providers will be able to provide flexible access to services through evening or weekend/on-call staffing. This aligns with best practice models of

flexible, individualized, and voluntary services that meet the client's needs. It is anticipated that the participants will need augmented services for the first 18 months of the program and enhanced service needs will decrease ongoing. This enhanced funding will ensure that the following supportive housing services are accessible to the program participant (pre-tenancy supports, move-in supports, and ongoing housing stability services):

i. Pre-Tenancy Supports

1. Outreach and engagement
2. Housing search; assistance to client with rental application
3. Orientation to housing and services, review of lease and program policies
4. Assistance with rental interview/facilitation of housing unit inspection

ii. Move-In Supports

1. Assistance with move-in/lease-up (purchasing/acquiring bed, kitchen supplies, household furniture, assistance with security deposit)
2. Physically assisting with move-in; meeting property manager, neighbors

iii. Ongoing Housing Stability Services

1. Referrals to other services (primary care, behavioral health, vocational and educational services, legal assistance, other ancillary services)
2. Assisting client to integrate into community/neighborhood; family reunification and social support network
3. Tenant rights education; periodic meetings with property manager to proactively address tenancy issues.
4. Training in cooking/meals preparation, personal hygiene, housekeeping and apartment safety, use of mass transit/public transportation, financial management.
5. Emergent visits to client/tenant for psychological/emotional support/ resolution of household emergencies (eviction prevention/mediation activities)

e. DBH and SDS are currently participating in a Rate Adjustment Methodology Project to align acuity measurement with reimbursement strategies. This parallel project will explore the viability of HUD 811 PRA clients (Tier I and Tier II) as a targeted priority population with creative reimbursement methods (day rate, case rate, etc). The evaluation of this 811 demonstration project will inform the rate methodology work for state-level policy development to increase access of permanent supportive housing for individuals with disabilities.

#### **Section IV. Roles and Responsibilities:**

To accomplish the intended purposes of the Agreement, the parties have agreed to the following roles and responsibilities:

**A. AHFC shall:**

- a. Identify private owners of PRA Demo eligible multi-family properties who will commit to providing eligible units for inclusion in the HUD 811 PRA Demo and have the capacity to meet PRA Demo requirements.
- b. Enter into Rental Assistance Contracts that meet PRA Demo program and other pertinent HUD requirements with eligible PRA Demo property owners.
- c. Require, through the Rental Assistance Contracts, that, in addition to HUD regulations regarding evictions, property owners shall not terminate the tenancy or refuse to renew the lease of any PRA Demonstration resident:
  - i. Except for serious or repeated violations of the terms and conditions of the lease; for violations of applicable federal, state or local laws; or for other good cause; and,
  - ii. By providing, not less than thirty (30) days before termination or refusal to renew, written notice to the tenant specifying the grounds for such action.
  - iii. Without appropriate intervention and attempts to increase supportive services (case management, skill development or crisis intervention) to mitigate the tenancy problem or condition.
- d. Administer the contractual relationship between the Property Owners/landlords and AHFC.
- e. Ensure consistent administration of the PRA Demo program, applicable regulatory requirements, and HUD directives regarding the PRA Demo program, including HUD-required contracts and other forms.
- f. Facilitate LOCCS draws and TRACS reporting.
- g. Manage the notification process when PRA Demo units are available, alerting DBH, Office of Integrated Housing.
- h. Notify DBH, Office of Integrated Housing when participants are successfully housed in HUD 811 PRA Demo units and/or when units are vacated to ensure accuracy of PRA Demo Project Approved Participant List.
- i. Participate in regularly scheduled program advisory meetings with DHSS.
- j. Evaluate the program for compliance and utilization of PRA Demo assistance.

**B. DHSS shall:**

- a. Coordinate with community-based service providers to help facilitate the process of identifying potential eligible participants for the HUD 811 PRA Demo project.
- b. Through DBH's Office of Integrated Housing, manage and maintain referrals from community-based service providers of initial eligibility screening.
- c. Manage and maintain list of potential PRA Demo participants that have been approved for eligibility by DBH.
- d. Track placements of HUD 811 PRA Demo participants.
- e. Coordinate with community-based service providers to ensure that a resident support services plan is developed for approved PRA Demo participants.
- f. Through ongoing communication, ensure community-based service providers are conducting outreach and referral to maintain large enough pool of eligible participants. Identify if and when the Tier II population should be opened for eligibility.
- g. Participate in determining evaluation of outcomes for participants.
- h. Ensure that the committed service funding for enhanced support services for participants is accessible by provider agencies.
- i. Participate in regularly scheduled program advisory meetings with AHFC.

**C. Both AHFC and DHSS shall:**

- a. Participate in regularly scheduled meetings to ensure optimum communication, clarify program aspects, identify and resolve issues.
- b. Department of Health and Social Services (DHSS) and Alaska Housing Finance Corporation (AHFC) will work in close partnership through participation on the Alaska Mental Health Trust Authority's (AMHTA) Housing and Long Term Support Services Focus Area Work Group. This group includes DBH's Office of Integrated Housing; two full time staff; one Clinician III and one Program Manager; one full time SDS staff, Supportive Housing Program Manager; a Housing Operations Manager from a social service provider; AHFC's Planning Program Officer; Chair of the Alaska Coalition on Housing and Homelessness, representation from the Alaska Commission on Aging; Governor's Council on Disabilities and Special Education; the Alaska Mental Health Board and the Alaska Board on Alcohol and Drug Abuse. This group will act as an advisory group to the 811 PRA Demo Project and will discuss program performance during the annual workgroup meeting.

- c. Together AHFC and DHSS provide education, technical assistance (TA) and advocate for expansion of safe, affordable and accessible housing for individuals with disabilities. This also includes educating and providing TA to health and social services agencies across the state in how to partner with their local housing authority, in addition to applying for both state and federal supported housing grant opportunities.
- d. Conduct evaluation on the tenants' outcomes, utilizing performance data generated by provider agencies, including the length of stay in permanent supported housing and reported stabilization/improvement of the person's functioning. Specific tools, in addition to the required measures required by the HUD PRA Demonstration project will be agreed upon for the evaluation of this program, including, but not limited to the Consumer Status Review (CSR) or other assessment tool utilized by the participating service provider and the number of months in housing.

**Section V. General Terms:**

- A. Agreement in its Entirety: This Agreement represents the entire understanding between AHFC and DHSS. No prior oral or written understandings shall have any force or effect with respect to any matter covered in this Agreement or in interpreting this Agreement. This Agreement may only be modified or amended by written amendment signed by all parties.
- B. Expenses: Any expenses associated with this Agreement will be borne by the party incurring the expense.
- C. No Assignment or Delegation: Neither party may assign or delegate this Agreement, or any part of it, without the written consent of the other.
- D. Agreement Administrator: Each party to this Agreement will designate an agreement administrator. This person must be authorized to act on behalf of their respective organization. The authority of the agreement administrator cannot be assigned, delegated or changed without written amendment to this Agreement.

The administrator for AHFC will be Mark Romick. Any notice given to AHFC under this Agreement must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to the AHFC agreement administrator:

Mark Romick, M.A.  
Director, Planning and Program Development Department  
Alaska Housing Finance Corporation  
4300 Boniface Parkway  
Anchorage, Alaska 99504  
(907) 330-8236



The administrator for DHSS is Albert E. Wall. Any notice given to DHSS under this Agreement, must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to the DHSS agreement administrator:

Albert E. Wall, M.A., M. Div.  
Director, Division of Behavioral Health  
Alaska Department of Health and Social Services  
3601 C Street Suite 934  
Anchorage AK 99503  
(907) 269-3410

- G. Disputes: Any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided in accordance with 15 AAC150.380 or applicable superseding federal regulations.
- H. Governing Law: This Agreement is governed by the laws of the State of Alaska. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.
- I. Captions, Severability: The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. If any provision of this Agreement conflicts with applicable law, the conflict does not affect the other provisions of this Agreement which can be given effect without the conflicting provision. The provisions of this Agreement are declared to be severable.
- J. Equal Opportunity Employment: DHSS and AHFC certify compliance with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120(a)(4). DHSS and AHFC further certify that subcontracting will be allocated to meet goals established to eliminate and prevent discrimination.
- K. Third Parties Not Benefitted: It is specifically agreed by the parties that they do not intend by any provisions of any part of this Agreement to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to initiate a suit for damages pursuant to this Agreement, or confer any rights on any third parties.
- L. Non-Waiver of Rights: No waiver or default of any part of this Agreement by AHFC may operate as a waiver of any subsequent default of any part of this Agreement that is to be performed by DHSS. Consent or notice by AHFC may not be construed as consent or notice in the future.
- M. Term: This Agreement shall run concurrently with the Cooperative Agreement between AHFC and HUD awarding HUD 811 PRA Demo funding to AHFC. This Agreement

may be extended by written agreement of both parties.

**Section VI. Definitions:** follow HUD and federal definitions unless otherwise indicated.

A. **People with Disabilities:** Person with disabilities shall have the meaning provided in Section 811 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 8013(k)(2)). The term "person with disabilities" shall also include the following:

a. A person who has a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)), i.e., if he or she has a severe chronic disability which:

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age twenty-two;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitation in three or more of the following areas of major life activity:

(a) Self-care;

(b) Receptive and expressive language;

(c) Learning;

(d) Mobility;

(e) Self-direction;

(f) Capacity for independent living;

(g) Economic self-sufficiency; and

(h) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

b. A person with a chronic mental illness, i.e., a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and which impairment could be improved by more suitable housing conditions.

c. A person infected with the human acquired immunodeficiency virus (HIV) and a person who suffers from alcoholism or drug addiction, provided they meet the definition of "person with disabilities" in Section 811 (42 U.S.C. 8013(k)(2)). A person whose sole impairment is a diagnosis of HIV positive or alcoholism or drug addiction (i.e., does not meet the qualifying criteria in section 811 (42 U.S.C. 8013(k)(2)) will not be eligible for occupancy in a Section 811 PRA Demo project.

**Section VII. Agreement Execution:**

All parties agree to and will abide by the provisions stated above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set out below. This Agreement takes effect on the date of its execution by AHFC.

**Agreed to and Accepted by Alaska Housing Finance Corporation (AHFC)**

By: [Signature] Date May 12, 2014  
Bryan Butcher

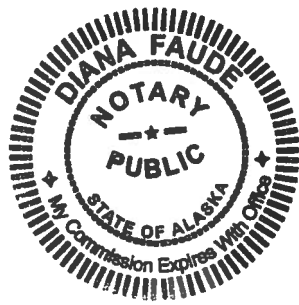
Alaska Housing Finance Corporation CEO/Executive Director  
(Title)

STATE OF ALASKA                                    )  
  ) ss  
THIRD JUDICIAL DISTRICT                    )

The foregoing instrument was executed by Bryan Butcher of Alaska Housing Finance Corporation and acknowledged before me this 12<sup>th</sup> day of May, 2014.

[Signature]  
Notary Public in and for Alaska

My Commission Expires:  
u/office



**Agreed to and Accepted by Alaska State Department of Health and Social Services**

By:   
Dr. Craig Christenson

9 MAY 2014  
Date

Deputy Commissioner, Alaska Department of Health and Social Services

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT            )

The foregoing instrument was executed by Dr. Craig Christenson of the Alaska Department of Health and Social Services and acknowledged before me this 9<sup>th</sup> day of May, 2014.

Notary Public in and for Alaska  
My Commission Expires: with office  
In Solomon 05/09/14

