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A network of exceptional mental health and substance use treatment providers.

Contracting as South Florida Behavioral Health Network, Inc.

May 9, 2022

CFBHN in conjunction with SFBHN are recommending realigning items between sections in order to clarify the roles and responsibilities more accurately carried by the Managing Entities.

- Additional clarifications were made concerning the applicant's responsibilities.
- Considering compliance with Rule 65E-14, F.A.C., clarifications were made regarding how the housing coordination can be supported.
- Clarified roles and responsibilities of the Managing Entities to align with the existing Department of Children and Families contracts with the Managing Entities.

After reviewing the Pilot MOA Draft it has been determined there are a few areas of concern as listed above for the Applicant and Managing Entity. A more complete listing is provided in detail in the enclosure.

We are available to discuss as needed when the recommended revisions have been reviewed.

Sincerely,

A handwritten signature in blue ink that reads "Linda McKinnon".

Linda McKinnon, LMFT, LMHC
President & Chief Executive Officer

A handwritten signature in blue ink that reads "John W. Newcomer, M.D.". The signature is stylized and somewhat difficult to read.

John W. Newcomer, M.D.
President & Chief Executive Officer

Enclosure: Pilot MOA Draft 4.11.2022



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**MEMORANDUM OF AGREEMENT
TO PROVIDE PERMANENT SUPPORTIVE HOUSING, ENSURE ACCESS TO HOUSING
STABILITY SUPPORTS AND BEHAVIORAL HEALTH CARE SERVICES,
AND EXECUTE THE PILOT EVALUATION**

Note: To be eligible for funding through RFA 2022-210, all Applicants and partnering Managing Entities must sign this form and provide the signed form as Attachment 3 to Exhibit A. The form may not be changed or altered, except for designated fields.

This Memorandum of Agreement (MOA) between _____ (the “Applicant”), _____ (the “Managing Entity”) and Florida Housing Finance Corporation (the “Corporation”) is for the purpose of implementing Florida Housing’s pilot called “Permanent Supportive Housing Focusing on Best Practices and Funding for Tenancy Supports and Resident Services Coordination for High Utilizers of Public Behavioral Health Systems” (“the Pilot”). The immediate objective of the Pilot is to divert High Utilizer individuals receiving behavioral health care services all or in part through funding by the Managing Entity from repeated emergency, in-patient residential and/or acute care service use. The longer-term objective is to create a collaborative approach to state-administered funding for both housing and services to build a replicable model for the future. By signing this agreement, these partners agree to work together during the planning phase leading up to the property opening for residency. Once the property is ready for occupancy, the partners commit to continuing to work together and with the Corporation to carry out this agreement until pilot completion and a final report has been submitted to the Corporation. The formal pilot period will commence once 90 percent of the units set aside for High Utilizer Residents have been occupied.

The Applicant and Managing Entity agree to the following:

1. Applicant agrees to Collaborate to develop a Housing Stability Services Coordination Plan per RFA 2022-210, with technical assistance from the ME, to be submitted to the Corporation for approval within months of the date of the invitation to enter credit underwriting;
2. Develop and execute a contractual agreement between the two parties that provides the parameters and specifications for the Applicant to implement and be reimbursed, in compliance with Rule 65E-14, F.A.C., for, at a minimum, the housing stability services, including coordinating access to additional supportive services as needed. Funding for these services will be provided by the Managing Entity through this contractual agreement, subject to the availability of funding. All parties agree that funding for these services may or may not cover the total cost of the Housing Stability Services Coordinator services depending on actual volume of services rendered. At a minimum, services should substantially include the following:
 - a. Engagement with residents to collaboratively complete the initial assessment and develop and implement individualized Housing Stability Plans (“HSPs”) outlining short term and long-term goals;

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- b. Provision of services utilizing evidence-based practice in service delivery such as intensive case management, Motivational Interviewing, Harm Reduction, Trauma Informed Care, Critical Time Intervention and Housing First Practices to assist in obtaining/increasing income, promoting self-sufficiency and housing stability;
 - c. Coordination with community providers to offer additional services in the areas of, but not limited to: housing stabilization, financial literacy, community integration, employment and training, benefits establishment, referrals to community providers for substance use, primary and mental health care, and all other services needed to assist client in reaching their housing stability goals;
 - d. Facilitation/teaching of daily living skills and workshops for residents in groups and individually as outlined on each resident's HSP;
 - e. Conduct of scheduled home visits with each resident at the frequency determined in collaboration with the Applicant entity responsible for this pilot;
 - ~~f. Assistance in mitigating issues between the housing provider, property manager and resident that jeopardize a resident's housing stability and lease commitments;~~
 - ~~g. Working in collaboration with the property manager to establish community building activities (resident council, residents' meetings, etc.), facilitate/supervise workshops and information sessions to meet residents needs and interests to enhance life skills;~~
 - ~~h. Provision of crisis intervention as needed under the supervision of this pilot's Clinical Director or Program Supervisor;~~
 - f. Maintenance of all client records and information in accordance with Applicant's policies and to meet pilot requirements; and
 - g. Ensuring compliance with the Applicant's contract with the Managing Entity.
3. Collaborate with the Corporation before the Pilot begins to establish an agreed-to set of performance outcomes relative to housing stability, resident personal outcomes and Managing Entity cost avoidance that will be annually reported to the Corporation and the Department of Children and Families by all Pilot participants;
 - ~~4. Begin immediate data tracking on each High Utilizer resident upon move in, and annually report on performance outcomes to the Corporation and the Department;~~
 - ~~5. Participate in quarterly or as needed telephonic meetings between the parties of this Memorandum and the Corporation, starting after the credit underwriting report has been approved by the Corporation's Board, and lasting for the three year Pilot period to report on and discuss progress, challenges, best practices and additional needs;~~
 - ~~6. Participate in annual in-person peer meetings with the Corporation and other funded Pilot Applicants to report on and discuss progress, challenges, best practices and additional needs;~~
 4. The Applicant agrees, Ww within six months of the completion of the Pilot, to prepare and submit to the Corporation a final report on the outcomes achieved, lessons learned and recommendations on how to build a replicable housing and services model in Florida or the future. The ME agrees to provide technical assistance to the Applicant. Following this, the parties agree to consult with the Corporation as needed, should it decide to develop a state report summarizing the Pilot findings, conclusions and recommendations;

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5. Participate in a Managed Care Organization advisory group convened by the Corporation as a component of the pilot; and
- ~~9. Acknowledging that tenants who participate in the pilot will continue to live at the property after the pilot ends, develop and implement a strategy to ensure these tenants have access to supports and services to help them maintain stability in their community.~~

The Applicant agrees to the following:

1. Applicant agrees to take necessary steps to become a pre-qualified provider within the network and submit all required documentation in support of the needed contract.
2. As needed, provide training to appropriate Managing Entity staff on what is required for the tenant referral and application process to ensure that prospective tenants are more likely to meet housing eligibility requirements per this RFA and will receive the supports through this pilot that are available for their needs;
3. Create and hire a full time, onsite Housing Stability Services Coordinator(s) meeting the requirements of RFA 2022-210 to fulfill the housing stability services and other supports and coordination requirements specified in the Housing Stability Services Coordination Plan agreed to by the Applicant and Managing Entity and approved by the Corporation for the Pilot period, in addition to the following:
 - a. Assistance in mitigating issues between the housing provider, property manager and resident that jeopardize a resident's housing stability and lease commitments;
 - b. Working in collaboration with the property manager to establish community building activities (resident council, residents' meetings, etc.), facilitate/supervise workshops and information sessions to meet residents needs and interests to enhance life skills;
 - c. Provision of crisis intervention as needed under the supervision of this pilot's Clinical Director or Program Supervisor.

This coordinator must be prepared to begin services during lease-up of the property;

4. Discuss the general parameters of the Pilot with residents invited to participate in the Pilot, requesting their voluntary participation in the Pilot, and prepare and sign a participation agreement with the selected residents outlining the expectations and activities of the Pilot with which residents will be involved;
5. Using a Housing First approach to serving prospective and new residents, provide housing stability tenancy supports and access to other services to Pilot residents based on their willingness to receive these services; and
6. Coordinate pilot activities with the Managing Entity.
7. Collaborate with the Corporation before the Pilot begins to establish an agreed-to set of performance outcomes relative to housing stability, resident personal outcomes and Managing Entity cost avoidance that will be annually reported to the Corporation and the Department of Children and Families by all Pilot participants;
8. Begin immediate data tracking on each High Utilizer resident upon move-in, and annually report on performance outcomes to the Corporation;
9. Participate in quarterly or as needed telephonic meetings between the parties of this Memorandum and the Corporation, starting after the credit underwriting report has been

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approved by the Corporation's Board, and lasting for the three-year Pilot period to report on and discuss progress, challenges, best practices and additional needs;

10. Participate in annual in-person peer meetings with the Corporation and other funded Pilot Applicants to report on and discuss progress, challenges, best practices and additional needs;
11. Acknowledging that tenants who participate in the pilot will continue to live at the property after the pilot ends, develop and implement a strategy to ensure these tenants have access to supports and services to help them maintain stability in their community.

The Managing Entity agrees to the following:

- ~~1. Authorize and fund, subject to the availability of funds, the Applicant to provide housing stability services and coordination of other necessary, allowable supportive services required to support High Utilizers gaining housing stability and success in their permanent supportive housing over the entire pilot period. Services by the Applicant will be carried out in collaboration with the Managing Entity to meet the requirements of RFA 2022-210 as well as the programs and strategies administered by the Managing Entity;~~
1. Develop and execute a contractual agreement between the two parties that provides the parameters and specifications for the Applicant to implement and be reimbursed, in compliance with Rule 65E-14, F.A.C., for, at a minimum, the housing stability services, including coordinating access to additional supportive services as needed. Funding for these services will be provided by the Managing Entity through this contractual agreement, subject to the availability of funding. All parties agree that funding for these services may or may not cover the total cost of the Housing Stability Services Coordinator services depending on actual volume of services rendered.
2. Assuming the applicant has enrolled eligible high utilizers, the ME agrees to provide access to allowable behavioral health care services and supports available through the Managing Entity's service provider network and offer Managing Entity level Care Coordination services, subject to the availability of funds that are in addition to those provided by the primary housing stability services and services coordination duties provided by the Applicant in 1. above;
3. As needed, provide training and technical assistance to appropriate Applicant staff on the Managing Entity's system of care, available services and resources processes in following and providing services for High Utilizer consumers in its region, the contract onboarding and compliance process ~~for managing services under contract with the Managing Entity,~~ and any other processes or approaches deemed necessary or useful by the Managing Entity to ensure the Applicant has the knowledge it needs to implement housing stability services and services coordination for the Pilot;
- ~~4. Assist the Applicant in accessing services by coordinating and problem-solving with service providers in its network;~~
4. Consistent with the MEs ongoing obligation with the Department, the ME will continue to maintain a waitlist of eligible consumers Build a pool of the Managing Entity's consumer households who meet the Department's High Utilizer definition in RFA 2022-210 for referral to

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the property for residency and assist the Applicant in collecting eligibility documentation for prospective tenants, such as proof of High Utilizer eligibility, and other relevant documentation, as applicable;

5. Assist the Applicant as needed to identify, assess and address the housing stability needs of the High Utilizer who may participate in this Pilot ~~households~~ pre- and postmove-in;
6. Provide technical assistance to Support and assist the Applicant to address challenges in their implementation ~~implementation~~ ng of the Housing Stability Service Coordination Plan as described in RFA. ~~Services should become available as needed when lease up of the property begins; and~~
7. ~~Regularly inform the Department of Children and Families on the status of the Pilot, as well as request technical assistance and support as needed from the Department.~~
8. 8. Consistent with its existing agreement with the Department, the ME will continue to track and support High Utilizers within the network.

The Corporation agrees to the following:

1. Allocate and authorize financing for development of the property;
2. Manage the collaboration process with Applicants and Managing Entities selected to participate in the Pilot to establish an agreed-to set of performance outcomes relative to housing stability, resident personal outcomes and ~~Managing Entity~~ cost savings;
3. Monitor implementation of the Pilot by coordinating regular update calls, emails and peer meetings to report on and discuss progress, challenges, best practices and additional needs;
4. Collaborate with and provide access to technical assistance to the Pilot partners in developing, implementing, and evaluating the Pilot;
5. Regularly inform relevant stakeholder ~~the Department of Children and Families~~ on the status of the Pilot and request technical assistance and support as needed ~~from the Department~~; and
6. Assist with promoting the Pilot to local and state policymakers, stakeholders, and the public.

This MOA is not binding until the Corporation also executes it during the credit underwriting process for funded Applications. For scoring purposes, it is an expression of cooperation for the purpose of providing services to residents and coordinating pilot planning activities as required by this RFA. No contract rights attach to this MOA for any of the parties or for any third-party benefits. This MOA is effective upon the last signature date. The Applicant or the Corporation A party may terminate its involvement in the MOA upon approval from the Corporation's Board of Directors. The ME may terminate its involvement in the MOA without cause upon no less than thirty (30) calendar days' notice in writing to the other parties unless a sooner time is mutually agreed upon.

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IN WITNESS WHEREOF, the parties, by their duly authorized officials, hereby execute this MOA, effective upon the date the last party signs.

APPLICANT NAME:

By: _____

AUTHORIZED PRINCIPAL REPRESENTATIVE

Print Name: _____

Date: _____

MANAGING ENTITY NAME:

By: _____

CHIEF EXECUTIVE OFFICER

Print _____ Name:

Date: _____

FLORIDA HOUSING FINANCE CORPORATION

By:

EXECUTIVE DIRECTOR

Print _____ Name:

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Date: _____