



MEMORANDUM

TO: Interested RFA 2022-210 Stakeholders

FROM: Bill Aldinger, Managing Director, Policy and Special Programs

DATE: May 16, 2022

SUBJECT: Response to 5-9-2022 Comments on Proposed RFA 2022-210 Memorandum of Agreement

On May 9, 2022, Florida Housing received suggested edits to our proposed Memorandum of Agreement (MOA) dated 4-11-2022 and found on the [RFA 2022-210 webpage](#) under “Drafts.” Florida Housing posted these comments from Linda McKinnon of Central Florida Behavioral Health Care and Dr John Newcomer of Thriving Mind South Florida under the [Public Comments](#) section at the bottom of the RFA webpage. Florida Housing has reviewed the suggestions and, because there are many edits in their proposal, we believe it would be most helpful to stakeholders to provide our response via a comment document. The next few pages provide the proposed edits from these two organizations, as well as Florida Housing’s specific comments and questions for each edit.

We hope stakeholders will take the time to review this document and, if you have comments or questions, let us know. While we haven’t finalized the MOA for this RFA, because we are so close to releasing the RFA, we believe this approach will most quickly and efficiently provide those interested with Florida Housing’s intent and concerns. This should allow those interested to respond more quickly to us. At this time, it is critical that we move to complete the draft quickly so interested Applicants and their Managing Entity partners will not have any surprises close to issuance of the RFA.

Along with information about the rest of the draft RFA, we will go over the MOA at the next (and last) scheduled RFA workshop on May 23 starting at 2 pm. If you haven’t registered for this workshop and are interested in participating in it, please check this [link](#) or go to the webpage to register.

We look forward to hearing from you. Thank you.

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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;

Commented [NAM1]: FHFC believes these wording changes eliminate the pilot partnerships we are proposing, which proved to be vital for the key lessons learned from Pilot 1.0. Our findings are that, to rethink and learn how to braid housing and services together, we need those responsible for implementation of behavioral health care funding structure AND the housing financing structure to work together as partners, rather than one simply providing TA to the other. Rather, a partnership would require both entities (working with FHFC) to discuss and report on issues, best practices and lessons along the way. FHFC does not expect to accept these recommendations.

Commented [NAM2]: FHFC will make this revision.

Commented [NAM3]: FHFC believes this addition is unneeded, as the partners will have an executed contract with each other, stated above and elsewhere in the MOA. In addition, FHFC expects that these coordinators may carry out additional services that are above and beyond housing stability services and not on the list of services listed below, and thus will likely not be listed in the executed contract. We believe this sentence is confusing and unnecessary. FHFC does not expect to accept this proposed addition.

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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, 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;

Commented [NAM4]: This is part of a list of housing stability services that FHFC believes are long accepted and understood to be best practices and necessary activities to ensure that a High Utilizer (or anyone who is housing unstable) receives the supports they need to successfully retain their housing over time.

These services are listed here as part of the longer list of housing stability services that must be part of this pilot. The point of adding these here is not that the ME will be responsible for carrying out the service, but that both the ME and the Applicant (i.e., housing provider) understand what FHFC expects to be part of the package of housing stability supports made available to High Utilizers.

FHFC does not expect to accept these recommendations to move these items to a different part of the MOA.

Commented [NAM5]: FHFC believes these wording changes eliminate the pilot partnerships we are proposing. Our findings are that, to rethink and learn how to braid housing and services together, we need those responsible for implementation of behavioral health care funding structure AND the housing financing structure to work together as partners, rather than one simply providing TA to the other. Rather, a partnership would require both entities (working with FHFC) to discuss and report on issues, best practices and lessons along the way. FHFC does not expect to accept these recommendations.

Commented [NAM6]: Redundant to the addition of TA language below. FHFC does not expect to accept this recommendation.

Commented [NAM7]: FHFC will make this revision.

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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.~~

Commented [NAM8]: FHFC would like to understand what MEs' concerns are about this language. What are the commitments the ME is concerned will be required of them that are unacceptable? FHFC does not expect to put this responsibility solely on the Applicant; thus, it would be helpful to understand ME concerns.

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.

Commented [NAM9]: FHFC will make this revision, but reformatted to match the rest of the section.

Commented [NAM10]: See comments above regarding housing stability services. FHFC does not expect to accept this recommendation to move the items below to this location in this document.

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~~

Commented [NAM11]: FHFC believes that both parties in the partnership will have useful outcome information to report as part of the pilot. FHFC does not expect to accept this recommendation.

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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.

Commented [NAM12]: Moving these items from the responsibility of both partners removes the partnership; thus FHFC does not expect to accept this recommendation.

Commented [NAM13]: See comment on prior page with FHFC's questions about MEs not being part of this approach.

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;

Commented [NAM14]: FHFC would like to understand why this item is proposed to be deleted.

Commented [NAM15]: This item is basically a restatement of #2 in the Applicant and Managing Section above. FHFC does not expect to accept this recommendation.

Commented [NAM16]: FHFC can work with a version of this language (revisions would be formatting only). We would like to understand why Care Coordination is particularly mentioned in this section. Based on our conversations with different MEs, we believe that different MEs may choose different programs/services/funding sources to support these services.

Commented [NAM17]: FHFC will make the revisions proposed in this item.

Commented [NAM18]: FHFC would like to understand why this section is proposed for deletion. One of the purposes of the Pilot is problem solving. Perhaps different wording would be appropriate, but conceptually FHFC expects to have this or similar language in the RFA. It commits the partners to work together in situations where an unexpected issue arises.

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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 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;

Commented [NAM19]: FHFC worked with MEs and other interested parties, including DCF, to create a High Utilizer definition (below) that would be acceptable to those interested in this pilot. It provides enough flexibility to MEs and Applicants to allow them to work together to meet varying objectives. FHFC is willing to add this definition, provided below in this note, to the MOA.

For the purposes of this RFA, means an adult with Serious Mental Illness who is obtaining behavioral health care services administered by a Managing Entity and has been referred by that Managing Entity for permanent supportive housing and who: 1) May have other co-occurring disorders and who has multiple needs related to, at a minimum, behavioral health care, activities of daily living and social supports; 2) Regularly uses high cost publicly funded acute behavioral care services and/or uses or is at extreme risk of using behavioral residential care and institutions due to the housing instability and lack of adequate community-based supports in the community; 3) May be awaiting discharge from a state mental health treatment facility back to the community; and/or 4) May be part of state efforts to divert adults with Serious Mental Illness from costly acute care.

“Serious Mental Illness” definition in the RFA:
As defined by the federal Substance Abuse and Mental Health Services Administration (SAMSHA), defined as someone over 18 having (within the past year) a diagnosable mental, behavior, or emotional disorder that causes serious functional impairment that substantially interferes with or limits one or more major life activities.

As to the rest of the recommended changes in this item, FHFC expects partnering MEs to work with Applicants to develop a waitlist of those who both meet the RFA High Utilizer definition as well as the priority populations specified in the scoring narratives in the Applicant's application. The point of the original statement is to define the particular High Utilizers who will be the focus at the proposed property (if there is a focus), and then ensure that consumers meeting that focus are ready for entry when a unit is made available.

With the exception of adding the High Utilizer definition to the MOA, FHFC does not expect to revise this item as proposed.

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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 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. Consistent with its existing agreement with the Department, the ME will continue to track and support High Utilizers within the network.

Commented [NAM20]: FHFC will make this revision, but reformatted to match the rest of the section.

Commented [NAM21]: As stated in prior comments, FHFC sees this Pilot as a partnership with both parties part of the Pilot and problem solving together so the state as a whole can learn from the Pilot. FHFC does not expect to make this revision.

Commented [NAM22]: As part of the Pilot, FHFC expects to require both parties in the partnership to agree to report on key outcome measures that will help us determine the success of the Pilot. FHFC does not expect to make this revision.

Commented [NAM23]: FHFC believes that it would be helpful to the state to understand cost savings that may result in providing High Utilizers with the housing and supports they need/desire to live independently. Perhaps there is a better way to say this, but FHFC expects to keep a version of this requirement in place to include behavioral care cost savings that the ME tracks. Please let us know if there is a more appropriate way to phrase what we are seeking to do in the Pilot.

Commented [NAM24]: FHFC does not understand why these changes have been proposed. As a state pilot, FHFC believes it is critical to keep DCF (and others) informed about the Pilot, as lessons learned could lead to structural changes or best practices. In fact, FHFC believes it would be helpful to add something here about briefing other MEs that do not participate in the Pilot on lessons and best practices.

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.

Commented [NAM25]: FHFC does not expect to accept this recommended language. We would be happy to discuss how our approach will be implemented, should any ME have questions about this approach.

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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: _____

Date: _____

