

Sample 811 PRA Memorandum of Understanding

PRA Project Sponsors, property management agents, and their partner PRA Tenant Support Organizations (TSOs) must complete and sign a written agreement which outlines the roles and responsibilities of each party. A sample of such agreement is found below.

Most provisions of this sample agreement cannot be changed; however, for a more expedient review by the State, please highlight all additions or other changes to this template you are proposing to make. Fillable portions require some decision by the parties.

Section 811 Project Rental Assistance (PRA Program Memorandum
of Understanding (MOU))

This memorandum of understanding ("MOU") is entered into on _____
(the "Effective Date"), between SPONSOR, _____,
hereafter referred to as "Sponsor", SPONSOR'S MANAGEMENT AGENT,
_____, hereafter referred to as "Management Agent", and
_____,
hereafter referred to as "PRA TSO(s)".

RECITALS

A. Owner has received PRA funds from the California Housing Finance Agency, ("CalHFA") pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended by the Frank Melville Housing Investment Act of 2010 (Pub. L. 111-374). The funding is made available by the Department of Housing and Urban Development through the California Housing Finance Agency (CalHFA).

B. The Sponsor constructs/operates the _____ Project(s) as affordable housing.

C. The intent of the PRA Program is to provide high quality, safe, and affordable permanent housing to PRA-Eligible Households and to offer the PRA-Eligible Households long-term services and supports that will enable them to maintain their housing and meet their personal goals.

D. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.

E. This MOU is intended to memorialize certain rights and obligations of the Parties related to the Project.

Therefore, the Parties agree as follows:

ARTICLE I.

DEFINITIONS; EXHIBITS

A. Definitions. As used in this MOU, the following terms shall have the respective meanings assigned to them in this Article I.

1. "Adjusted Income" shall have the meaning set forth in 24 CFR Part 5, Subpart F
2. "CalHFA" means the California Housing Finance Agency.
3. "Confidential Information" shall mean personal protected health information and tenant information that cannot be disclosed to other parties according to California and Federal Law without the express written permission of an individual.
4. "DDS" shall mean the California Department of Developmental Services.
5. "DHCS" shall mean the California Department of Health Care Services.
6. "Lease" shall mean the Lease agreement used for the PRA program which shall be the HUD Model Lease for the PRA Program, and any modifications thereto approved by CalHFA.
7. "PRA" shall have the meaning set forth in Recital A.
8. "PRA Agreement" shall mean the Rental Assistance Contract executed between the Project Owner and CalHFA implementing federal and State PRA program requirements.
9. "PRA-Eligible" shall mean an individual that meets the terms of eligibility set forth in the State of California PRA Program current Notice of Funding Availability, PRA Tenant Selection Plan, and PRA Agreement.
10. "PRA-Eligible Household" shall mean a household where one or more household members are PRA-Eligible.
11. "Reasonable Accommodation" means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.
12. "PRA Tenant Service Organization (PRA TSOs)" shall mean the entities that are parties to this MOU that are contracted with DHCS, DDS, or their subcontractors to provide tenant referrals, housing placement services, and/or other long term services and supports intended to help stabilize a person in housing.
13. "PRA Tenant Selection Plan" shall mean the tenant selection plan for the

PRA program approved by CalHFA in accordance with program requirements.

14. "PRA Units" shall mean a Unit in the Project reserved, pursuant to the PRA Agreement, for PRA-Eligible Households.

15. "Party" shall mean the Sponsor, Management Agent or PRA TSOs, individually.

16. "Parties" shall mean Sponsor and/or Management Agent, and PRA TSOs, collectively.

17. "Project" shall mean the Development(s), located at: _____ in the County of _____, State of California.

18. "Management Agent" shall mean the _____ or such other entity engaged by Sponsor to manage the Project in accordance with the terms and procedures of the PRA Agreement.

19. "Sponsor" shall mean _____, a California _____.

20. "Rent" shall have the meaning set forth in the PRA Agreement.

21. "Total Tenant Payment (TTP)" is the amount a tenant is expected to contribute for rent and utilities. TTP for PRA is based on the household income. Calculation of TTP is the greater of the following, or as otherwise required by HUD:
a. 30% of monthly adjusted income;
b. 10% of monthly gross income; or
c. Welfare rent (welfare recipients in as-paid localities only)

B. Exhibits. The following exhibits are attached to this MOU and incorporated into this MOU by this reference.

- Exhibit A: Project Description
- Exhibit B: Staff Directory

ARTICLE II.

APPLICATION AND SELECTION PROCESS

A. Determining PRA Eligibility

The PRA TSOs and Project Management Agent shall be responsible for making the initial determinations regarding household eligibility for a PRA Unit. The PRA TSOs and Project Management Agent shall make such determinations according to the requirements of the PRA program. This eligibility shall be verified by the State in accordance with program requirements.

B. Reasonable Accommodation

The Parties understand and agree that PRA-Eligible Households are disabled households who may be entitled to Reasonable Accommodations, in accordance with state and federal fair housing laws, in the application and admission process. Sponsor shall establish and implement a procedure to respond to requests for Reasonable Accommodation by all PRA-Eligible Households. Such procedure shall provide for the following:

Sponsor shall provide a notice to all PRA-Eligible Households that disabled PRA-Eligible Households may be entitled to a Reasonable Accommodation in the tenant selection and admission process.

Materials outlining under what specific circumstances the Owner or Management Agent will require that a Reasonable Accommodation be requested in order to make an exception to a particular policy or practice on the basis of disability shall be provided to the TSO with the PRA tenant application package and shall receive prior approval from CalHFA. This shall also include the process for submitting, reviewing, and making a determination on the Reasonable Accommodation request.

If the Sponsor intends to deny a requested accommodation because it is not reasonable, Sponsor will make efforts to determine if there is an alternative Reasonable Accommodation that would effectively address the PRA-Eligible Household's disability related needs.

With the attendance of the TSO, and without the need to request a Reasonable Accommodation, 811 PRA tenants will be provided an option for videoconference attendance at their lease up meetings.

C. PRA-Eligible Household Referral Process

The provisions of this Section are subject to Article I Section B.

1. Training

Management Agent shall provide a training for TSO(s) on their lease-up process at least 90 days prior to initial lease up of the 811 PRA Units, and annually thereafter. The training

shall cover all documentation that will be needed for PRA applicants, and where to find documentation (bank statements, SSI letters, etc.) As part of this training, Management Agent or Owner shall provide Project marketing flyers and unit floor plans to the TSO(s).

2. Initial Lease-Up

Sponsor shall notify CalHFA, DHCS, DDS and PRA TSOs in writing at least one-hundred twenty (120) days prior to the date that Sponsor intends for any household to move into the Project at the time of initial Lease-up for the Project. Upon notification, CalHFA will schedule a meeting with the Sponsor, Management Agent, DHCS, DDS, and the PRA TSO's to discuss procedures for leasing up Units.

At least 30 days prior to the anticipated receipt of the Temporary Certificate of Occupancy, the PRA TSOs shall identify in writing to Management Agent for each PRA Unit, at least two (2) PRA-Eligible Households who are interested in renting a PRA Unit and likely to meet Sponsor's tenant selection criteria. Tenant applications shall be accepted from this point forward.

In the event Management Agent denies admission to any household referred to Sponsor or the referred PRA-Eligible Household does not Lease or occupy the PRA Unit for any reason, Management Agent shall promptly notify CalHFA, DHCS, DDS, and PRA TSOs, and Management Agent may request in writing that PRA TSOs identify additional PRA-Eligible Households interested in renting a PRA Unit who are likely to meet Sponsor's tenant selection criteria.

If a PRA-Eligible Household cannot be placed in a unit within 60 days of notification of unit availability, the owner can elect to fill that unit with a non-PRA-eligible tenant. In these instances, the PRA rental assistance will be applied to another unit once a PRA-Eligible Household is ready to move in.

3. Ongoing Lease-Up

From and after the initial lease-up of the PRA Units, in the event Management Agent learns that a PRA Unit is vacant or may become vacant, Management Agent shall notify CalHFA, DHCS, DDS, and PRA TSOs promptly in writing. Management Agent shall also request that PRA TSOs identify PRA-Eligible Households interested in renting a PRA Unit who are likely to meet Sponsor's tenant selection criteria.

Upon written request by Management Agent to CalHFA, DHCS, DDS and PRA TSOs, PRA TSOs shall make diligent efforts to promptly refer at least two (2) candidates who are next on the waitlist and likely to meet Sponsor's tenant selection criteria for each vacant PRA Unit. PRA TSOs and Management Agent shall work diligently to assist PRA-Eligible Households to submit tenant applications no later than thirty (30) days following notice by Management Agent to CalHFA, DHCS, DDS, and PRA TSOs that a PRA Unit is vacant or may become vacant.

In the event Management Agent denies admission to any household referred, or the referred PRA-Eligible Household does not lease or occupy the PRA Unit for any reason, Management Agent shall promptly notify CalHFA, DHCS, DDS, and PRA TSOs, and Management Agent may request in writing that PRA TSOs identify additional PRA-Eligible Households interested in renting a PRA Unit who are likely to meet Sponsor's tenant selection criteria.

If a PRA-Eligible Household cannot be placed in a unit within 60 days of notification of unit availability, the owner can elect to fill that unit with a non-PRA-eligible household. In these instances, the PRA rental assistance will be applied to the next available comparable unit once a PRA-Eligible Household is ready to move in,

As soon as Sponsor determines that there are no more PRA units available in their Project(s), Sponsor shall notify CalHFA, DHCS, DDS, and the PRA TROs in writing.

4. Eligibility Verification

Prior to occupancy by a prospective tenant, the PRA TSO and Sponsor must receive verification from DHCS, and DDS (for Regional Center consumers) that the prospective tenant qualifies as PRA-Eligible.

5. Preference for Persons Exiting Institutions

Notwithstanding any other provisions of this MOU, where suitable units are available and two or more PRA-Eligible Households are ready to move in at the same time, preference shall be given to individuals exiting institutions.

6. Persons Not Institutionalized

Pursuant to the requirements of the current PRA Notice of Funding Availability, when suitable units become available, if there are no PRA-Eligible Households from qualifying institutionalized settings who are ready to move in and there are two or more PRA-Eligible Households who are prioritized as follows: (1) at-risk of institutionalization, (2) homeless, or (3) at-risk of homelessness, who all have approved tenant-applications and are ready to move-in, priority for available units shall be given on the basis of greatest need as determined by the Management Agent in consultation with the TSOs, CalHFA, DHCS, and DDS.

7. If there are no PRA-Eligible Households available after 30 days' notice, the Sponsor may rent the unit(s) to an eligible tenant from their non-PRA waiting list. However, these tenants will not receive the benefit of the PRA rental assistance unless they are also determined to be PRA-Eligible.

8. In the event Sponsor rents a unit to a household who is not PRA- Eligible Sponsor shall make the next available suitable unit in the Project a PRA Unit until all

PRA Units have been filled.

9. As soon as Sponsor determines that there are no more PRA units available in their Project, Sponsor shall notify CalHFA, DHCS, DDS, and the PRA TSOs in writing.

10. Affirmative Marketing. As part of its tenant recruitment process, PRA TSOs shall be responsible for carrying out the State's PRA Affirmative Marketing requirements.

D. Application Process

1. Application

Prior to Project occupancy by PRA-Eligible Households, Sponsor shall provide a copy of its tenant application for the Project to CalHFA for review and approval at least ninety (90) days prior to initial lease-up. In the event Sponsor modifies Sponsor's tenant application for the Project, Sponsor shall provide copies of such tenant application to CalHFA at least thirty (30) days prior to use of such application. Upon CalHFA approval of the application and any modifications thereto, Management Agent shall distribute the approved application to CalHFA, DHCS, DDS, and PRA TSOs.

2. PRA Tenant Selection Plan

Sponsor shall provide a copy of the CalHFA-approved PRA Tenant Selection Plan to PRA TSOs. In the event Sponsor modifies the PRA Tenant Selection Plan following CalHFA approval, Sponsor shall provide copies of such modified PRA Tenant Selection Plan to CalHFA for review and approval at least thirty (30) days prior to implementing such modifications. Upon CalHFA approval of the modified PRA Tenant Selection Plan, Management Agent shall distribute the modified PRA Tenant Selection Plan to CalHFA, DHCS, DDS, and PRA TSOs.

At all times, Sponsor's PRA Tenant Selection Plan shall comply with the terms of the PRA Notice of Funding Availability, HUD occupancy requirements as required by the PRA Agreement, the Project's CalHFA-approved PRA Tenant Selection Plan, and fair housing laws. It shall incorporate the Reasonable Accommodation and PRA-Eligible Household referral procedures set forth in this MOU.

3. Housing First Compliance

Consistent with California Welfare and Institutions Code 8255 (b), Management Agents must:

- a. Utilize tenant screening and selection practices that promote accepting PRA-Eligible Households regardless of their sobriety or use of substances, completion of treatment, or participation in services;

- b. PRA-Eligible Households cannot be rejected on the basis of poor credit or financial history or poor or lack of rental history. Sponsor agrees that in developing or modifying a PRA Tenant Selection Plan, the Tenant Selection Plan used by Sponsor shall include sufficient flexibility to house PRA-Eligible households who have historically been unable to obtain or maintain stable housing and, as a result, may have poor credit histories, a history of non-payment of rent, or poor landlord references. To provide such flexibility, Sponsor agrees that Sponsor's tenant selection shall not provide for denial of a PRA-Eligible Household with a poor credit history or a history of nonpayment of rent if the PRA-Eligible Household, at the time of commencement of occupancy, will have access to rental assistance sufficient to pay the PRA Unit Rent, and there are procedures in place to ensure such tenant's share will be paid to Sponsor on a monthly basis in accordance with HUD's standard form of Lease and PRA program requirements.

4. Rejection based on Criminal Activity

Pursuant to federal requirements, reasons for failing the property's resident screening criteria will include:

- a. The household has a member required to register as a sex offender on a lifetime basis under state law;
- b. The household has a member who was evicted for manufacturing, selling, or using methamphetamines in public housing or federally-subsidized housing within three years of their PRA tenant application date
- c. The household has a member who was evicted in the last three years from federally assisted housing for drug-related criminal activity; however, the owner may consider two exceptions to this provision: (1) the evicted household member has successfully completed an approved, supervised drug rehabilitation program; or (2) the circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
- d. A household in which any member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. Rejection on this basis, must be based on current behavior/actions, not on having the condition or disability itself.

Rejected PRA-Eligible Households must be offered the opportunity to appeal the decision of the Management Agent, which could include consideration of a Reasonable Accommodation on the basis of disability. If an appeal has been filed, a comparable unit must remain available for the applicant until the appeal has been considered, including resolution of any Reasonable Accommodation request.

5. Assistance From PRA TSOs

PRA TSOs shall assist PRA-Eligible Households referred by them to the Project, pursuant to Article II Section C, in the tenant application process by, among other activities, providing guidance to PRA-Eligible Households in completing and organizing the

application, gathering the information necessary to document the PRA-Eligible Household's income information and other qualifications for rental assistance, and communicating with Management Agent regarding the application process, the status of the application review, and any questions a PRA-Eligible Household may have related to the Project. If applicable, PRA TSOs shall also assist PRA-Eligible Households in requesting and obtaining a Reasonable Accommodation in the application and admission process. This section is subject to fair housing laws and the confidentiality provisions required under California and federal law.

E. Move-in Procedures; Orientation

1. Move-in Procedures

The Sponsor shall establish reasonable move-in procedures and provide copies of such procedures to the PRA TSOs. In the event Sponsor modifies Sponsor's move-in procedures, Sponsor shall provide copies of such modified move-in procedures to PRA TSOs at least thirty (30) days prior to implementing such criteria.

The PRA TSOs shall offer to assist each PRA-Eligible Household referred by PRA TSOs with the move-in process, and shall make diligent efforts to secure financial assistance for any move-in costs incurred by PRA-Eligible Households.

Lease signing and other tenant-signature gathering can be done at time of move-in.

Lease and recertification materials will be provided in plain English or in the Eligible Household's first language so that they can be more easily read and understood by the Eligible Household and persons assisting them.

2. Tenant Orientation

Prior to move-in and after selection of a PRA Eligible Household, the PRA TSOs and Management Agent shall meet with each PRA-Eligible Household referred by PRA TSOs to orient the household to the Project. The orientation shall include an explanation of the expectations of tenancy, the opportunities for personal and social engagement in the Project which will help support tenant well-being, community resources, maintenance request procedures, house rules and Project common area and rent collection requirements.

With the attendance of the TSO, and without the need to request a Reasonable Accommodation, 811 PRA Eligible Households will be provided an option for videoconference attendance at their tenant orientation meetings.

3. Unit Integration

PRA Units must be disbursed and integrated within the Project building(s). Sponsor and

Management Agent shall ensure that the PRA Units will not be segregated within the property or in any way be distinguishable (beyond the presence of accessible features or assistive technology) from non-PRA Units, and that the PRA Unit mix will depend on the needs of referred households.

4. PRA-Assisted Project Description. A description of the Project(s) is attached hereto as Exhibit A.

ARTICLE III.
RENTAL ASSISTANCE.

Assistance Amount: The Parties intend that a PRA-Eligible Household occupying a PRA Unit shall be responsible for paying no more than the Total Tenant Payment in Rent. The parties further intend that each PRA-Eligible Household occupying a PRA Unit will have access to rental assistance that does not exceed the difference between the Total Tenant Payment and the Rent charged by Sponsor pursuant to the PRA Agreement.

ARTICLE IV.
SUPPORTIVE SERVICES.

- A. Notwithstanding the existence of a Medi-Cal supportive services care plan, tenant participation in supportive services is voluntary and cannot be required as a condition of housing admission or occupancy.
- B. All supportive services provided must be provided in accordance with all applicable Medi-Cal and Medicaid rules.
- C. Hours of Availability

Within three (3) days of move-in by each Eligible Household, TSO(s) shall notify the Management Agent in writing of their anticipated days and hours of availability for that Eligible Household, and shall include contact information if assistance is needed outside of those available times, including alternate emergency and non-emergency contacts. TSOs shall also notify the Management Agency in writing in a timely manner when any of the information provided pursuant to this paragraph changes.

- D. Compliance with State Housing First Requirements

The Project must follow tenant selection, property management, and service delivery practices for PRA Units in accordance with the core components of Housing First set forth in California Welfare and Institutions Code (WIC) Section 8255. These core components related to supportive service provision include, but may not be limited to, the following:

- 1. Participation in services or program compliance is not a condition of permanent housing tenancy.

2. Service provision shall be informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment, if the tenant so chooses.
3. Case Managers and service coordinators shall be trained in, and actively employ evidence-based, culturally sensitive practices for client engagement, including, but not limited to, progressive engagement, motivational interviewing, trauma informed care, and client-centered counseling.
4. Supportive Services provision shall emphasize engagement and problem solving over therapeutic goals, and service plans shall be highly tenant-driven without predetermined goals. Supportive services should be tailored and relevant to tenants and empower tenants in the decision-making process to determine solutions for their needs. Tenants should determine their own goal-setting, their own treatment plans, and their own service needs, using evidence-based practices like motivational interviewing and trauma-informed care.

ARTICLE V.
ONGOING TENANCY

A. Reasonable Accommodation

The Parties understand and agree that PRA-Eligible Households are disabled households who may be entitled to Reasonable Accommodations during occupancy. Sponsor shall establish and implement a procedure to respond to requests for Reasonable Accommodation that is consistent with state and federal fair housing laws. Such procedure shall require a provision in each tenant Lease that such tenant may be entitled to a Reasonable Accommodation. Such procedure shall also require a provision in any written communication to a PRA Eligible Household about a Lease, rule or policy violation or potential violation that such tenant may be entitled to a Reasonable Accommodation.

The procedure shall provide that if the Sponsor intends to evict a PRA-Eligible Household that the Sponsor/Management Agent notify CalHFA, DHCS, DDS, and the TSO. In addition, the Sponsor/Management Agent must first consider whether or not a Reasonable Accommodation is appropriate. In addition, if the Sponsor or Management Agent denies a requested accommodation because it is not reasonable, Sponsor or Management Agent will make efforts to determine if there is an alternative Reasonable Accommodation that would effectively address the Eligible Household's disability related needs.

B. Tenancy Documents; Modification to Documents and Project

- a. House Rules. The Sponsor shall develop house rules and provide copies of

the house rules to CalHFA, DHCS, DDS, and the PRA TSOs prior to initial occupancy by Eligible Households. In the event Sponsor modifies the house rules, Sponsor shall provide copies of such modified house rules to PRA tenants, CalHFA, DHCS, DDS, and the PRA TSOs as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the rules shall become effective.

- b. Leases. The Sponsor shall use the HUD PRA Model Lease and shall notify the TSOs of any CalHFA-approved changes to the Lease, in no event less than thirty (30) days prior to the date on which the Sponsor intends to use the Lease.
- c. Changes in Project. Sponsor shall promptly notify CalHFA, DHCS, DDS, and PRA TSOs of any changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project. Sponsor shall also notify CalHFA, DHCS, DDS, and PRA TSOs of any physical changes or alterations to the Project.
- d. Management Policy and Procedures. Prior to initial occupancy, Sponsor shall provide copies of the management procedures and policies for the Project to all tenants of the PRA Units, PRA TSOs, CalHFA, DHCS, and DDS. Such policies and procedures shall include but not be limited to Sponsor's maintenance and repair procedures, Sponsor's eviction procedures, Sponsor's procedures and forms for filing complaints, grievances, and incident reports. Sponsor shall also provide an overview of the reporting structure within Sponsor's organization and Sponsor's Management Agent organization. In the event Sponsor updates or modifies any of said policies and procedures, Sponsor shall provide copies of such modification and updates to the PRA tenants, CalHFA, DHCS, DDS, and PRA TSOs at least thirty (30) days prior to implementing such updates or modifications.
- e. Security Plan. The Parties agree that being well prepared to handle security threats, emergencies, and disasters is important to reduce the risk of harm to tenants and staff. Prior to initial rent up, Sponsor shall prepare a comprehensive safety and security plan applicable to all Project tenants. Such safety and security plan will include an evacuation plan and information that will enable tenants to actively participate in keeping themselves and their property safe. The safety and security plan shall include mechanisms for collecting and incorporating tenant feedback on such plan. Prior to initial rent up, Sponsor shall provide copies of the safety and security plan to all Project tenants and PRA TSOs. In the event Sponsor updates its safety and security plan, Sponsor shall promptly provide such

updates to all tenants.

C. Communication Among Parties. All Parties shall use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each Party under this MOU. Communication, both oral and written, must be in a language understood by the PRA Eligible Household. **The Parties agree that coordination and communication throughout a resident's tenancy is the best way to avoid problems from developing and to address them quickly as they occur.** Ensuring there are sufficient opportunities for Sponsor, Management Agent, and PRA TSO to share information and problem-solve, and for all Parties to support community building among tenants are also vital to all Parties' ongoing working relationship within the Project. To this end, Parties are required to meet at least once per-month, or more frequently if needed to discuss any issues jeopardizing housing stability that may be arising with each PRA Eligible Household, and to assist each PRA Eligible Household in meeting their goals.

a. Monthly Meetings. Sponsor, Management Agent, and the PRA TSOs shall establish a mutually convenient regular schedule of meetings. Such meetings shall be held at least weekly if there are vacant units. Upon full lease-up, meetings shall be held at least once (1) per month. During such meetings, the Parties shall provide an update of any anticipated vacancies and move-ins.

b. PRA Tenant Concerns. Sponsor or Management Agent agrees to provide the most recent information regarding notices served to PRA Eligible Households regarding behavioral issues, housing quality standards issues, and other concerns with PRA Eligible Households. Examples of other topics to be covered include but are not limited to: updates to policies and procedures, upcoming PRA tenant recertifications needed, and annual review of this MOU between the Parties.

c. Eviction Prevention

1. All parties agree that **early, consistent intervention** with tenants who are out of compliance with their Lease is key to avoiding escalating problems that lead to disruptions in the Project and evictions. The Parties agree to work together to find resolutions that avoid eviction of tenants whenever possible. This may include utilization of mediation services offered by CalHFA.
2. Sponsor and Management Agent will promote collaboration and communication between Parties throughout tenancy, especially related to a pending or imminent eviction, by attending and facilitating meetings between the Parties as necessary and permissible, investigating questions and complaints, and communicating

about Project policies and procedures. Sponsor will attend tenant-specific meetings, as needed, with Sponsor's Management Agent and PRA TSOs, or tenant's other designated service provider, in effort to assist PRA Eligible Households with maintaining their housing, and to work cooperatively with PRA Eligible Households to meet their needs.

3. PRA TSOs or other designated service providers will provide specific support to PRA Eligible Households who are settling an eviction action through a stipulated settlement, when all parties agree that supportive services will enable the PRA Eligible Household to remediate the Lease-violating behavior. PRA TSOs shall also work with PRA Eligible Households in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure.
4. The Parties understand that eviction is sometimes necessary for the safety and well-being of the community of residents. The Parties also understand the importance of minimizing tenant turnover and evictions, and minimizing Management related costs.
 - d. Staff Directory. Prior to the execution of this MOU, each Party prepared a directory of such Party's key staff involved with the Project (collectively, the "Project Directory"). The Project Directory is attached hereto as Exhibit B. No later than ten (10) days following any change in staff listed in a Party's Project Directory, the Party shall update the Party's Project Directory and provide copies of such update to the other Parties. Prior to occupancy by PRA Eligible Households, PRA TSOs shall provide to Sponsor and Management Agent an overview of the reporting structure within PRA TSOs' organizations.
 - e. Event Specific Communication.
 1. Sponsor or Management Agent shall contact the PRA TSOs, or other designated service provider, when a PRA Eligible Household's health, safety, or housing is at risk, and for which the Sponsor or Management Agent is authorized to disclose information to the PRA TSOs, or other designated service provider. The intent of such communication will be to promote the health and well-being of individual tenants and to prevent evictions.
 2. With prior permission of the PRA Eligible Household, Sponsor or Management Agent shall notify PRA TSOs, or other designated service provider, of arrests, hospitalizations, and other critical incidents that come to Sponsor or the Management Agent's attention as soon as possible.

3. With prior permission of the PRA Eligible Household, Sponsor or Management Agent shall make good faith efforts to notify PRA TSOs or other designated service provider if Sponsor or Management Agent intends to meet with a PRA Eligible Household to discuss their housing situation or to process any requests or applications or any violations of the Lease.
4. With prior permission of the PRA Eligible Household, Sponsor or Management Agent shall copy PRA TSOs, or other designated service provider, on all warning letters and all notices sent to the PRA Eligible Household issued by Sponsor or Management Agent. Warning letters and notices will also contain an appropriate referral for services sheet that outlines service resources available to the PRA tenant to assist them in meeting their tenancy obligations. This service sheet shall contain appropriate services contact information. Sponsor and Management Agent agree that PRA TSOs, or other designated service provider may step in and assist the PRA Eligible Household in curing or resolving the Lease violation.
5. With prior permission of the PRA Eligible Household, if an eviction is imminent, Sponsor or Management Agent shall communicate with CalHFA, DHCS, DDS, PRA TSOs, and any other service provider designated by the PRA Eligible Household, regarding the process of notices, responses, and court dates, and if eviction is successful, communicate with these parties regarding the lockout date.

ARTICLE VI.
CAPACITY OR DEFAULT

- A. The Parties understand and agree that PRA TSOs have a contract with DHCS, DDS, or their subcontractors to provide supportive services to PRA-Eligible Households. Upon the expiration of any PRA TSO contract, that PRA TSO's rights and obligations under this MOU shall terminate.
- B. The Parties understand and agree that ninety (90) days prior to expiration of the supportive services contract, if DHCS, DDS, or their subcontractors do not intend to renew this contract, DHCS or DDS shall notify the Sponsor so that another PRA TSO may be secured to perform PRA TSO obligations under this MOU.
- C. In the event that any of the contracting Parties provide notice, or in the event Sponsor and DHCS or DDS mutually agree in writing that one or more PRA TSOs is failing to fulfill its obligations under this MOU, Sponsor shall work diligently with DHCS or DDS, for a period of ninety (90) days following notice from any party, to retain an alternate PRA TSO(s).

ARTICLE VII.
MISCELLANEOUS

- A. Term. This MOU shall commence on the Effective Date and continue until the term of the Section 811 PRA contract between Sponsor and CalHFA expires.

- B. Management Agent. The Parties acknowledge that Sponsor expects to delegate some of its rights and obligations under this MOU to the Management Agent. The Parties further acknowledge that Management Agent will also have the primary responsibility to manage the Project. In the event Sponsor delegates any of its rights and obligations related to the Project or this MOU to Management Agent, Sponsor shall ensure that Management Agent complies with the terms and provisions of this MOU as if it were Sponsor. In addition, if requested by a Party, both Sponsor and Management agent shall participate in any meetings or communications provided for in the MOU. Notwithstanding any delegation of Sponsor's duties under this MOU to Management Agent, Sponsor shall remain responsible for all obligations of Sponsor that are set forth in this Agreement.

- C. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least ___ additional meetings within a ___ day period prior to taking any additional action against any Party.

- D. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons in the operation of the Project or the delivery of supportive services on the basis of any protected class status under federal or state law.

- E. Severability. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this MOU.

- F. Amendments. This MOU may be amended only in writing and authorized by the designated representatives of Sponsor, and PRA TSOs. This MOU may be changed from time to time by the Parties in writing and will be jointly reviewed no less than annually. Copies of all amendments to this MOU shall be forwarded to CalHFA, DHCS, DDS, and the PRA TSOs no less than 10 days prior to the

date the amendments become effective.

- G. Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

SPONSOR

Attn: _____

PRA TSO:

Attn: _____

PRA TSO:

Attn: _____

MANAGEMENT AGENT

Attn: _____

- H. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).
- I. Multiple Originals; Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this MOU has been entered into by the Parties as of the date first above written.

SPONSOR: _____

By: _____

Its: _____

PRA TSO: _____

By: _____

Its: _____

PRA TSO: _____

By: _____

Its: _____

Accepted and Agreed:

MANAGEMENT AGENT:

By: _____

Its: _____

Exhibit A
PRA Project Description (s)

Number of Units: _____

Bedroom Sizes: _____

Number of Proposed PRA Units: _____

Bedroom Sizes: _____

Number of PRA Units with Curbless Shower: _____

Bedroom Sizes: _____

Common Area Facilities: _____

Describe any adaptability or assistive technology features beyond the required minimums. Include Unit mix designations with these features:

Exhibit B
Staff Directory