



Interim Housing Agreement Guidance

Purpose:

Counties and tribes may want to enter into agreements with Property Owners of motels, hotels, apartments, and/or houses to provide interim housing to participants in their Homeless services programs. These agreements allow Counties or tribes to lease a set number of rooms for the use of participants in their programs. One model for this type of agreement comes from Master Leasing for permanent housing where a government agency or community organization enters into leases with housing providers for specific units and then places participants in those units. It is called “master leasing” because the government agency or community organization (not the participant) holds the primary lease with the property owner.

The intent of Interim Housing is to provide short-term housing to participants experiencing homelessness. Interim Housing placements should lead to an eventual move to permanent housing and they are a critical resource for quickly housing individuals while working on a permanent housing plan.

Below, we have included areas to consider including in an MOU or vendor agreement with Property Owners of motels, hotels, apartments, and/or houses to provide interim housing.

How to Use:

There are specific rules under California law regarding transitional housing programs (at Cal Civ. Code §§ 1954.10-1954.18) that may apply to your program. Programs should seek to understand these rules and how they impact program participant rights along with any other applicable state laws. There may also be

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specific County ordinances that impact these programs and participant rights. Counties should review legal requirements and other requirements for MOUs or vendor agreements with their County Counsel.

Areas to Consider in your MOU or Vendor Agreement:

An MOU or vendor agreement should include key terms and understandings that are important to the relationship between the program and the housing provider. Below are areas to consider as part of your agreement. The examples are suggestions, and each County should include detailed language for their specific County programs and participants.

- 1. The MOU or Vendor Agreement between the County or tribe and Property Owner should include standard language that clearly states the parties, the intention of the Agreement, and the time period of the agreement. For example:**
 - a. The effective date of the Agreement and the full time period of the Agreement.
 - b. The effective date of services to begin (for example, starting on what date may participant placements be made).
 - c. That the vendor agrees to provide services to the County or tribe under the terms or conditions in the Agreement.
 - d. Language related to responsibility under Ca. Civ. Code §§ 1954.10-1954.18 (Transitional Housing Law).

- 2. The MOU or Vendor Agreement should clearly specify services and fees**
 - a. For example, it may include terms such as a maximum stay of a set number of months (depending on the program).
 - b. It should include the number of rooms and detailed rate information for the rooms, or similar information about the property rental.

- 3. The MOU or Vendor Agreement should state the County's or tribe's responsibilities under the Agreement**
 - a. The County or tribe's responsibility for selecting participants to be placed into units.
 - b. The County or tribe's responsibility for providing ongoing case management services to participants placed in the units.

- c. The County or tribe's responsibility for providing crisis resolution resources such as assistance with de-escalation of crises and having on-call staff to respond to emergencies or crises.
- d. The Agreement may specify what type of access the County or tribe has to the property, including if case management will be on-site.

4. The MOU or Vendor Agreement should state the Vendor's Responsibilities under the Agreement

- a. For example, a term that states that the vendor will provide clean and safe rooms. The Agreement may specify the type and frequency of cleaning services, services or conditions related to safety (such as keycards, areas that are only accessible to residents, etc.) and any general building conditions.
- b. The Agreement should specify that clean linen (sheets, towels) will be provided and at what frequency.
- c. The Agreement should specify any other property amenities that are available to participants (such as laundry room, parking, etc.).
- d. The Agreement should state that the vendor cannot unilaterally end a participant's use of a unit (or residency) but they must consult and collaborate with the County and/or service providers to resolve issues.

5. The Agreement should specify the terms for non-occupancy of a room.

- a. The Agreement should state whether the Vendor can bill for a room that is not occupied and how much the Vendor can bill for that room. The County can determine the maximum number of days that a non-occupied room may be billed.
- b. Note: A property owner/vendor will want to know they will not lose money on this Agreement and so typically the County or tribe would pay monthly for the leased rooms and then determine a manner of tracking occupancy if applicable.

6. The Agreement should state the participant guest policy.

- a. The County should determine the guest policy for interim housing participants for its program and communicate this policy to participants.
- b. The Agreement should include the same participant guest policy for rooms or units leased under the Agreement.

7. The Agreement should state that payments are made for the rooms or units by the County or Tribe, and not the participant.

- a. The Agreement should state that Vendor is neither to request or accept payment for rooms or units leased directly from a program participant.
- b. The Agreement should state that the full payment amount for all included services is within the Agreement and no payment is to be requested of participants in the units or rooms.

8. The Agreement should include invoice instructions.

- a. It should include directions on how and when to submit invoices, the amount of time within which an invoice will be paid, and what supportive documentation (if any) is required to be submitted with an invoice.
- b. The Agreement may also include an invoice format or the specific information that must be included on each invoice.

9. The Agreement should include language related to responsibility for vendor expenses not included or covered by the Agreement.

- a. The Agreement could include language that unless expressly provided for in the Agreement, that the County will not pay or reimburse the vendor for any expenses incurred in connection with the services rendered under this agreement.
- b. The County or tribe may also include, as a potential incentive, a specific term related to damages to units by program participants and whether the County or tribe will pay for any damages. If this is included, the term should be specific as to what damages will be paid for, what proof is required, and up to what amount of damages will be covered.

10. The Agreement should include standard terms related to:

- a. A notice of non-renewal and early termination clauses
- b. Work Standard terms that describe the manner in which vendor performs the work (typically includes language like “The vendor shall, in a good and workmanlike manner and in accordance with high professional standards, at its own cost and expense, furnish all the labor, technical, administrative, etc...”).

- c. County or other standard clauses related to items like:
 - i. Licenses
 - ii. Warranties
 - iii. Confidentiality
 - iv. Audit & Inspection Rights
 - v. Compliance with local, state and federal laws
 - vi. Independent Contractor Status
 - vii. Insurance Requirements
 - viii. Indemnity
 - ix. Incidental & Consequential Damage
 - x. Non-Exclusivity
 - xi. Termination of the Agreement (including any early termination clause)
 - xii. Representatives for Notification
 - xiii. Entire Agreement terms