MEMORANDUM OF AGREEMENT

Between

[VA Medical Center]

And

[Public Housing Agency]

1. **Purpose:** This Memorandum of Agreement (MOA) is entered into between [VA Medical Center], [VA Medical Center Address], and [Public Housing Agency], [PHA Address], collectively referred to as the “Parties.” This MOA covers relationships and operational principles for Housing and Urban Development – Veterans Affairs Supportive Housing (HUD-VASH), when [Public Housing Agency] is acting as a Designated Service Provider (DSP) for the purposes of Veteran selection, intake, and temporary case management services until [VA Medical Center] has completed its intake process and is able to provide ongoing case management and supportive services for the eligible Veteran.
2. **Background**
   1. Authorized by section 8(o)(19) of the United States Housing Act of 1937 (42 U.S.C. § 1437f(o)(19), the HUD-VASH program combines HUD Housing Choice Vouchers (HCV) for homeless Veterans with case management and supportive services provided through VAMCs or DSPs approved by the VA Secretary. HUD-VASH provides Veterans with increased access to permanent housing and the support necessary to maintain this housing over time.
   2. The HUD-VASH Operating Requirements (86 FR 53207) allow a PHA to act in the role of DSP for the purposes of Veteran selection, intake, and temporary case management. Section II.a. provides:

*The VA may approve a PHA with unleased HUD-VASH vouchers as a DSP for the purposes of veteran selection and intake. This DSP approval allows a PHA to issue a HUD-VASH voucher to a veteran without a referral from the VA. The PHA is responsible for determining the veteran is eligible for VA HUD-VASH case management. The PHA must refer the veteran to the VA for case management and must provide temporary case management until the VAMC has completed intake of the veteran. PHAs approved under this authority must ensure that while using unleased HUD-VASH vouchers, they maintain sufficient HUD-VASH vouchers available to immediately issue a HUD-VASH voucher to veterans referred by the VA. (section II.a.)*

1. **Responsibilities**
   1. [Public Housing Agency] Responsibilities
      1. [Public Housing Agency] will serve as the DSP for the purposes of Veteran selection and intake. [Public Housing Agency] will refer the Veteran to [VA Medical Center] for ongoing case management and supportive services and will provide temporary case management until [VA Medical Center] has completed its intake of the Veteran as follows:
         1. Identification and Selection: *Describe how Veterans will be identified and selected for HUD-VASH. Include processes for collaborating with the Continuum of Care (CoC) Coordinated Entry System (CES) and partnering VAMC to identify and prioritize Veterans for available HUD-VASH vouchers.*
         2. Eligibility Screening: *Describe how Veterans will be screened to determine whether they meet the definition of “Veteran” defined in 38 U.S.C. § 2002(b). (NOTE: VA Enrollment and Eligibility is the final authority on Veteran status, and PHAs must partner with VA to determine Veteran status. This can be done in partnership with the VAMC HUD-VASH program, through direct communication with the partnering VAMC Enrollment and Eligibility Office, or through another collaboratively identified process.) Describe the process for transitioning the Veteran to an alternate subsidy if the Veteran’s eligibility was assessed in error and the Veteran is determined not to meet the criteria of “Veteran” defined in 38 U.S.C. § 2002(b) following issuance of a HUD-VASH voucher.*
         3. Homeless Assessment: *Describe how Veterans will be assessed to determine whether they meet the definition of “homeless Veteran” as defined in 38 U.S.C. §§ 2002(1) and 103(a) of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11302(a).*
         4. Veteran Education: *Describe how Veterans will be provided information on the design of the HUD-VASH program, including the expectation of case management participation (temporarily through the PHA and ongoing through the partnering VAMC).*
         5. VAMC Notification and Referral: *Describe how the partnering VAMC will be notified when a Veteran has been issued a HUD-VASH voucher. Describe the process of referring the Veteran to the partnering VAMC for ongoing case management and supportive services.*
         6. Temporary Case Management: *For purposes of this MOA, “temporary” is defined as lasting not longer than 180 days (or any extension approved by VA). Within that 180-day window of temporary case management, describe how the PHA will assess the Veteran’s case management and supportive service needs and temporarily provide, or ensure the provision of, the case management requirements outlined in the HUD-VASH Operating Requirements. Describe specifically how Veterans will be assisted with housing search processes.*
         7. Ensuring Capacity: *Describe how the PHA will ensure there remains a sufficient number of HUD-VASH vouchers available to immediately issue a HUD-VASH voucher to Veterans referred by the VAMC.*
         8. Record Maintenance: *Describe the plan for maintaining records and providing information for evaluation purposes, as required by HUD and VA.*
      2. Administering HUD-VASH vouchers in accordance with the Housing Choice Voucher (HCV) tenant-based and project-based rental assistance regulations set forth in 24 CFR part 982 and 983, respectively, in the Operating Requirements for the standard HUD-VASH program, outlined at 86 FR 53207, Monday, September 27, 2021, unless otherwise noted. Of note, the PHA may not screen or deny assistance for any grounds permitted under 24 CFR 982.552 (broad denial for violations of Housing Choice Voucher [HCV] program requirements) and 982.553 (specific denial for criminals and alcohol abusers) with the exception that PHAs are required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
      3. Determining income eligibility in accordance with 24 CFR 982.01.
   2. [VA Medical Center] Responsibilities
      1. Ensuring Capacity: *Describe how the VAMC will ensure there is sufficient case management capacity to provide intake and ongoing case management and supportive services within 180 days for Veterans referred by the PHA.*
      2. Care Coordination: *Describe how the VAMC will provide support and consultation in connecting the Veteran to VAMC services (e.g., primary care, emergency services), or expediting the transition of HUD-VASH case management to the VAMC should acute care needs present while temporary case management is provided through the PHA.*
      3. Eligibility Determination: *Describe how the VAMC will partner with the PHA to verify Veteran status as described in “Eligibility Screening” under “Public Housing Agency Responsibilities.”*
   3. Both Parties’ Responsibilities
      1. Communication: *Describe how the PHA and VAMC will communicate about the number and rate of HUD-VASH voucher issuances to ensure there remains adequate HUD-VASH voucher availability to accommodate VAMC referrals to the PHA as well as adequate HUD-VASH case management capacity to accommodate PHA referrals to the VAMC.*
      2. Transfer of Care: *Describe the process of transferring case management services from the PHA to the VAMC to ensure a warm hand-off and minimize the risk of a gap in care. Describe the process for notifying and involving Veterans in this transition. Describe the process of obtaining Release of Information forms where necessary.*
      3. Ongoing Process Improvement: *Describe how the PHA and VAMC will collaboratively assess the partnership and revise processes to improve collaboration and Veteran care as needed.*
2. **Data Management**
   1. [Public Housing Agency] Responsibilities
      1. Enter lease ups and terminations in the Public and Indian Housing Information Center (PIC) system.
   2. [VA Medical Center] Responsibilities
      1. Enter Veterans into the VA Homeless Operations Management and Evaluation System (HOMES) when referred.
   3. Both Parties’ Responsibilities
      1. Meet at least quarterly to reconcile the status of all HUD-VASH vouchers, including those for which the PHA is providing HUD-VASH case management.
3. **Confidentiality:** The parties are responsible for ensuring that any service provided pursuant to this MOA complies with all pertinent provisions of the HUD-VASH Operating Requirements and all applicable federal laws and VA regulations, including confidentiality laws, and that all necessary approvals hereunder have been obtained.
4. **Notices:** Whenever notice is to be provided by one party to another, such notice shall be in writing directed to the points of contact listed under XI below. Notice shall be considered delivered within 10 working days after being posted in the U.S. Mail.

1. **Amendments:** This agreement may be amended. Amendments must be bilaterally executed in writing and signed by authorized representatives of both Parties. No oral or unilateral amendments will be effective.
2. **Entire Agreement:** This MOA contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOA shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.
3. **Assurances:** The parties signing this MOA represent for themselves and for their respective organizations that they are duly authorized to sign this MOA, and that upon such signing, their respective organizations intend to follow its provisions. Roles and responsibilities as noted above will remain in place for the duration of this MOA, including any extensions, unless changes are made by mutual consent.
4. **Termination:** This MOA may be terminated by either party upon 60 days' written notice to the other party, or immediately for cause by the non-breaching party upon the breach of this MOA by the counterparty. Additionally, this MOA shall automatically terminate in the event that approval of the PHA’s application to be a HUD-VASH DSP is denied, revoked, or otherwise terminated.
5. **Points of Contact**

Public Housing Agency

Name

Title

Phone Number

Email Address

VA Medical Center

Name

Title

Phone Number

Email Address

1. **Amendment, Duration, and Review:**

This agreement is effective when signed by both parties and will remain in effect until terminated by either party in writing. This agreement may be amended by written agreement of the [VA Medical Center] and [Public Housing Agency]. This agreement will be reviewed annually for compliance and effectiveness.

1. **Approvals**

VA Medical Center

By:

[Name]

Director

[VA Medical Center]

Date: ­­­\_\_\_\_\_\_\_

Public Housing Agency

By:

[Name]

Executive Director

[Public Housing Agency]

Date: ­­­\_\_\_\_\_\_