MEMORANDUM OF AGREEMENT

Between

[Public Housing Agency]

And

[Designated Service Provider]

1. **Purpose:** This Memorandum of Agreement (MOA) covers relationships and operational principles for the purpose of operating Housing and Urban Development – Veterans Affairs Supportive Housing (HUD-VASH) Collaborative Case Management (CCM) through [Public Housing Agency], with [Designated Service Provider] providing case management and supportive services for participating Veterans.
2. **Background**
	1. CCM uses a flexibility under the existing HUD-VASH program where communities can make up to 15% of a public housing authority’s (PHA’s) total HUD-VASH allocation available to Veterans who are eligible for, and could benefit from, HUD-VASH services (e.g., underserved Veteran populations or those not served due to a lack of available HUD-VASH case management).Vouchers made available for CCM represent an understanding between the local VA medical center (VAMC), the PHA, and community partners such as the Continuum of Care (CoC) that there is a local need, and sufficient HUD-VASH voucher capacity, to serve these Veterans.
	2. In CCM, there must be a designated non-VA provider who will provide case management and supportive services utilizing the principles of Housing First.
3. **Responsibilities**
	1. [Designated Service Provider] Responsibilities

[Designated Service Provider] will fulfill the case management requirements outlined in the [HUD-VASH Operating Requirements](https://files.hudexchange.info/resources/documents/HUD-VASH-Operating-Requirements.pdf) as follows:

* + 1. Screening: *Describe how homeless Veterans will be screened to determine whether they meet VHA eligibility requirements. (NOTE: This can be done through a copy of an eligibility determination form, a referral from VA, or* [*SQUARES*](https://www.va.gov/homeless/squares/index.asp) *verification. The service provider should retain a record of this confirmation in the Veteran’s file.)*
		2. Referral: *Describe how CCM participants will be referred to the PHA.*
		3. Supportive Services: *1) Describe how supportive services will be provided to potential CCM participants, as needed, prior to PHA issuance of rental vouchers; and 2) Describe the plan for assessing the social service and medical needs of CCM participants and providing, or ensuring the provision of, case management, outpatient health services, hospitalization, and other supportive services as needed throughout the Veteran’s participation in CCM.*
		4. Housing Search: *Describe how CCM participants will be assisted with housing search processes.*
		5. Record Maintenance: *Describe the plan for* *maintaining records and providing information for evaluation purposes, as required by HUD and the VA.*
	1. [Public Housing Agency] Responsibilities
		1. Administering HUD-VASH CCM 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 77 FR 17086, Friday, March 23, 2012, 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.
		2. Determining income eligibility in accordance with 24 CFR 982.01.
		3. Collaborating with [Designated Service Provider] to accept referrals and issue HUD-VASH CCM vouchers.
		4. Notifying [Designated Service Provider] if aware of or discovering a household is in violation of HCV program rules, as modified by the HUD-VASH Operating Requirements, or the household’s lease.
	2. Both Parties’ Responsibilities
		1. Collaborating with the Continuum of Care (CoC) coordinated entry system to identify and prioritize Veterans for CCM.
		2. Meeting at least quarterly to review and assess the status of CCM.
1. **Data Management**
	1. [Designated Service Provider] Responsibilities
		1. Collecting and entering data into the Homeless Management and Information System (HMIS).
		2. Ensuring data collection includes the collection of all Universal Data Elements and Program-Specific data elements identified in the HMIS Data Standards Manual and HMIS Data Dictionary as required for HUD-VASH.
		3. Entering HUD-VASH Voucher Tracking and HUD-VASH Exit Information into HMIS for HUD-VASH CCM.
		4. Managing HMIS data and sharing outcomes with the [Public Housing Agency] and National HUD-VASH Program Office quarterly to help evaluate the success of CCM.
	2. [Public Housing Agency] Responsibilities
		1. Enter lease ups and terminations in the Public and Indian Housing Information Center (PIC) system.
	3. Both Parties’ Responsibilities
		1. Meet at least quarterly to reconcile the status of CCM vouchers, including those that are pending issuance, issued and unleased, leased, and turnovers.
2. **Portability:** Porting under CCM will operate as outlined in the [HUD-VASH Operating Requirements](https://files.hudexchange.info/resources/documents/HUD-VASH-Operating-Requirements.pdf). HUD-VASH participant families, including those in CCM, may reside only in those jurisdictional areas that have HUD-VASH case management services available. If a participant would like to port to a jurisdiction outside of that served by [Public Housing Authority], the participant must port to a PHA that is participating in HUD-VASH and has case management services available (as determined by the PHA’s partnering VAMC or DSP).
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 federal, state, and local statutes, rules, and 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 [responsible party] or designee of the other parties to this MOU. Notice shall be considered delivered within [X] working days after being posted in the U.S. mail.
5. **Modification:** The parties agree that this MOA is the complete expression of the understandings between the parties and any oral or written representations or understandings not incorporated herein are excluded. This MOA may only be modified through the mutual written agreement of the parties.
6. **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.
7. **Assurances:** The parties signing this MOU represent for themselves and for their respective organizations that they are duly authorized to sign this MOU, 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 MOU, including any extensions, unless changes are made by mutual consent.
8. **Termination:** This MOA may be terminated by either party upon [x] 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 approval for the parties' participation in HUD-VASH CCM is denied, revoked, or otherwise terminated.
9. **Points of Contact**

Public Housing Agency

Name

Title

Phone Number

Email Address

Designated Service Provider

Name

Title

Phone Number

Email Address

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

This agreement is effective when signed by both parties and will remain in effect until terminated by either party or with [set timeframe], whichever comes first. This agreement may be amended by written agreement of the [Public Housing Agency] and [Designated Service Provider]. This agreement will be reviewed annually for compliance and effectiveness. Either party may terminate this agreement upon written notice to the other party not less than [set timeframe] before the proposed termination date. The requirement or [set timeframe] notice may be waived by mutual consent of both parties.

1. **Approvals**

Public Housing Agency

By:

Name

Executive Director

Public Housing Agency Name

Date: ­­­\_\_\_\_\_\_\_

Designated Service Provider

By:

Name

Executive Director

Designated Service Provider Name

Date: ­­­\_\_\_\_\_\_