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Homeless Preference Voucher Memorandum of Understanding between Chattanooga Housing Authority (CHA) and _____

Parties and Terms

This Memorandum of Understanding (MOU) establishes an agreement regarding the administration of the Homeless Preference Voucher program as subset of the Housing Choice Voucher program. This agreement establishes a partnership between the Chattanooga Housing Authority (CHA) and the Chattanooga Regional Homeless Coalition (CRHC) member agency_____. This MOU outlines the CHA and _____ responsibilities in the implementation of the **Homeless Preference** program. The term of the MOU begins on the date of execution of the MOU by CHA and _____ and terminates at the expiration, by either party upon written notice, and/or cessation of the U.S. Department of Housing and Urban Development (HUD) funds that finance this Program.

Statement of Purpose

CHA and _____ have committed to participate in the **HP program** in a collaborative effort to provide vouchers for rental housing assistance and necessary supportive services to low-income individuals/families who are HUD defined literally homeless as described below:

Category 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or**
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); or**
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;**

Category 4: Any individual or family who:

- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and**
- ii. Has no other residence; and**

iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

*Definition taken directly from the HUD Notice PIH 2013-15 (HA) and the Housing Preference Voucher Manual (March 2017)

Individual Roles and Responsibilities of Partners

CHA will only accept referrals to the HP program from the Coordinated Entry System (CES) administrated by CRHC. CHA will administer rental assistance to eligible participants, review, verify and calculate required intake documentation. CHA provides a PowerPoint voucher training that must be viewed by all case managers making referrals and by applicants once determined eligible. CHA agrees to conduct group or one on one voucher briefings for approved HP applicants when requested and up to date available rental listings. CHA agrees to provide intake training, HP voucher manuals and necessary intake forms, as well as voucher briefing training and/or materials to _____.

Prior to full application submission to CHA, _____ will use adequate due diligence in verifying **HUD Category 1 and 4 homelessness** including but not limited to obtaining client information regarding last place of permanent residence, documentation of shelter stays, documentation of hotel/motel stays paid for client or by agencies as described in HUD Notice PIH 2013-15, inquiring about addresses listed on pay stubs, driver's license, benefit award letters as well as reviewing ServicePoint or other HMIS records. _____ agrees to assist clients in obtaining all documents necessary for the processing of housing assistance as listed in the Housing Preference Voucher Manual and on the checklist provided with the HP Personal Declaration Questionnaire (PDQ) full application. _____ agrees to make sure that the client views the voucher briefing training and to conduct continued client follow up throughout the pre-application, appeal, full application, voucher issuance and no less than 180 days of monthly in-home visits after client lease up.

Record Keeping

_____ agrees to utilize the CoC's Homeless Management Information System (HMIS) to record all service transactions, case notes, and client updates in accordance with HUD/CoC data entry standards for Permanent Housing programs. Homeless verification documents must be uploaded into HMIS.

Indemnification

_____ shall indemnify CHA officers and employees against any and all liability for injury and damage caused by any negligent or willful act or omission of _____ or any of its employees or volunteers in the performance of the duties specified in this MOU. CHA shall likewise indemnify and hold harmless _____ for actions of CHA employees. _____ shall have General Liability, Worker Compensation, automobile and Professional insurance coverage as required and appropriate. Proof of coverage will be provided upon request of CHA.

Compliance with Federal Regulations

_____ agrees to comply with all applicable requirements which are now or which may be hereafter imposed by HUD for the **HP/Housing Choice Voucher program**, including, but not limited to the requirements of 24 CFR part 85 (administrative requirements as detailed in OMB circular A-87) and 24 CFR part 24 (the use of debarred or suspended contractors). _____ will also comply with requirements to maintain a drug free workplace, pursuant to section 401 of the McKinney Act of 1988 and will comply with all statutes and regulations applicable to the delivery of the provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.

Nondiscrimination and Equal Opportunity

_____ and CHA that no person shall, on the grounds of, race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status or age be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program participating in the **Homeless Preference Program** or funded in whole or in part with funds made available to CHA pursuant to this MOU.

Client Confidentiality

Chattanooga Housing Authority agrees to abide by the client confidentiality policies in place with _____. Likewise _____ agrees to abide by the client confidentiality policies in place with the Chattanooga Housing Authority.

Signature:

Tammie Carpenter/HCVP Director
Chattanooga Housing Authority
801 N Hollzclaw Av
Chattanooga, TN 37416
tcarpenter@chahousing.org
(423)752-4833

Date _____

Signature: Supportive Service Agency Rep.

Date

Print Name/Title