

January 11, 2022

**COMMONWEALTH OF VIRGINIA
MEMORANDUM OF UNDERSTANDING
BETWEEN:**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
(DHCD)**

AND

**DEPARTMENT OF BEHAVIORAL HEALTH
AND DEVELOPMENTAL SERVICES (DBHDS)**

AND THE

**VIRGINIA HOUSING DEVELOPMENT AUTHORITY
(VIRGINIA HOUSING)**

**REGARDING INCREASING PERMANENT SUPPORTIVE HOUSING
OPTIONS**



This MEMORANDUM OF UNDERSTANDING ("MOU") made this 11th day of January, 2022, by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter "DHCD"), a principal agency of the Commonwealth of Virginia, the **DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES** (hereinafter "DBHDS"), a principal agency of the Commonwealth of Virginia, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY** (hereinafter "Virginia Housing"), a political subdivision of the Commonwealth of Virginia, collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commonwealth entered into a settlement agreement (the "Settlement Agreement") with the United States on August 23, 2012, to resolve alleged violations of the ADA arising out of the Commonwealth's provision of services for individuals with intellectual and developmental disabilities; and

WHEREAS, Section III(D)(3) of the Settlement Agreement required the Commonwealth to develop a plan to increase access to independent living options for individuals with developmental disabilities and/or intellectual disabilities who meet certain criteria; and

WHEREAS, the Commonwealth further recognizes the important role providing permanent supportive housing plays in addressing the needs of vulnerable and special needs populations, and starting in 2016 the General Assembly funded additional rental assistance for that purpose; and

WHEREAS, the Commonwealth is currently engaged in initiatives to increase access to affordable housing, supportive housing, and permanent supportive housing for specific populations, and such initiatives would benefit from increased interagency coordination and oversight, reduced fragmentation, and greater efficiency; and

WHEREAS, the Parties have expanded their focus beyond the populations identified within the Settlement Agreement and wish to outline within this MOU an intention to cooperate to efficiently and effectively serve the affordable housing, supportive housing, and permanent supportive housing needs of those populations identified and prioritized by the Commonwealth in this MOU and its addenda.

WHEREAS, the Virginia Low Income Housing Tax Credit (LIHTC) Qualified Allocation Plan references a memorandum of understanding between Virginia Housing and one or more participating agencies of the Commonwealth to identify the target population for a leasing preference; and

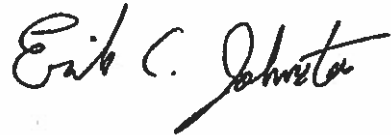
NOW THEREFORE, the Parties desire to hereby state their collective intention to cooperate with one another in the future with the goal of addressing the needs of vulnerable populations as they are identified by the Commonwealth, pursuant to the following terms:

1. Intentions of the Parties. The Parties hereby agree to cooperate with one another with the long-term goal of increasing the availability of and access to affordable housing, supportive housing, and permanent supportive housing, as needed, to meet the changing needs of the Commonwealth's special needs populations.
2. Target Populations. As of the date hereunder, the Commonwealth has identified the following target populations, as defined by criteria determined by DBHDS (referred to herein as "Target Population(s)"): (a) individuals with developmental disabilities and/or intellectual disabilities; and (b) individuals deemed to have a serious mental illness.
3. Joint Commitments. The Parties hereto commit dedicate the staff, time, and resources (to the extent such resources are reasonably and prudently available) necessary to carry out the goals and initiatives of this MOU, to establish arrangements to share data with one another on a reciprocal basis, as necessary, and to collectively undertake any problem resolution necessary to accomplish the goals outlined herein.
4. Confidentiality. The Parties shall be bound by privacy requirements related to protected health information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No 104-91). Government health programs must comply with regulations at 45 CFR §160.103. If any party to this MOU is exempt from the HIPAA requirements, it must still abide by the privacy policies contained in the Code of Virginia, including but not limited to the Government Data Collection and Dissemination Practices Act (§2.2-3800, et. seq.) and the Freedom of Information Act (§2.2-3700, et. seq.).
5. Term of MOU. This MOU shall commence upon its execution by the Parties and shall continue until such date that it is expressly terminated or superseded by the Parties in writing.
6. Modification of MOU. This MOU may only be modified by mutual written agreement by the Parties in the form of an addendum. Such modifications may expand the definition of "Target Populations" to include additional populations identified by the Commonwealth.
7. Termination. Any individual party to this MOU may terminate this MOU by providing 90 days written notice to the Parties, such notice to be sent to each of the Parties' principal place of business.
8. Miscellaneous Provisions.

- A. This MOU and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
- B. All section titles or captions in this MOU are for convenience only. They shall not be deemed to define, limit, extend, or describe the scope or intent of any provision hereof.
- C. All actions contemplated by this MOU or undertaken in furtherance of its goals shall be governed and restricted by the laws of the Commonwealth of Virginia.
- D. Any reference in this MOU or any addendum thereto by name or number to an entity, statute, program, or form shall include any successor entity, statute, program, or form.
- E. The Parties agree that the mutual agreements contained herein are designed to facilitate and foster cooperation between the Parties and are not intended to create a binding contractual relationship between the Parties.

[Signatures appear on the following pages]

WITNESS the following signatures as of the date aforesaid to this Memorandum of Understanding Regarding Increasing Permanent Supportive Housing Options.



Department of Housing and Community Development
Erik C. Johnston, Director



Department of Behavioral Health and Developmental Services
Alison Land, Commissioner



Virginia Housing Development Authority
Susan F. Dewey, Chief Executive Officer

