



PHA Profile: San Antonio Housing Authority Service Partnership Shelter Plus Care Voucher Program

Basic PHA Stats

Location: San Antonio, Texas
Housing Choice Vouchers: 13,227
Public Housing Apartments: 6,306

Program Description

The Shelter Plus Care Program is designed to provide permanent housing for homeless individuals and families with disabilities by providing rental subsidies and supportive services. Similar programs can be designed using Housing Choice Vouchers. The San Antonio Housing Authority (SAHA) implemented a new Shelter Plus Care program in partnership with local service providers for 100 homeless households.

Resources Required

MTW was not required to implement this program. No additional funding was required. The program required dedicated staff resources.

Motivation

SAHA was motivated by the overwhelming need to serve the homeless population and wanted to do so through a collaborative partnership with local service providers. SAHA is committed to serving the homeless population and providing the necessary support services for the families.

Challenges

The most challenging component of implementing the program was ensuring the provider was able to provide the family with supportive services on an ongoing basis.

Rewards

The most rewarding component was establishing the partnership for the new program and the ability to serve the homeless population.

Partners

SAHA has a written agreement with the Center for Healthcare Service, which provides comprehensive case management and psychiatric services. See their attached MOU.

Words of Wisdom from San Antonio

“SAHA does feel the program is working well. The collaborative partnership with the outside agencies works well due to the on-going open line of communication. Quarterly meetings and collaborative reporting allows us to discuss lessons learned, what works well and where we need to fine tune. Both parties are equally committed to ensure the success of the program. PHAs interested in replicating this type of program must ensure they have sufficient resources and agencies that are willing and committed to the mission and partnership.”

Contact Person for PHAs Interested in Implementing a Similar Program

Name	Title	Phone	Email
Jacquelyn Smith	Assisted Housing Program Manager	(210) 477-6233	Jacquelyn_Smith@saha.org

**MEMORANDUM OF AGREEMENT BETWEEN
HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS
AND THE CENTER FOR HEALTH CARE SERVICES**

This Memorandum of Agreement is entered into by and between the Housing Authority of the City of San Antonio, Texas (hereinafter-referred (“SAHA”), and the Center for Health Care Services, a quasi-governmental agency, acting by and through its duly authorized representative (“CHCS”). This is an interlocal cooperation agreement.

WHEREAS, SAHA operates a Shelter Plus Care program (“SPC Program”) that provides tenant based vouchers to qualified disabled low income individuals/families; and

WHEREAS, the CHCS provides mental health services in conjunction with intensive case management services; and

WHEREAS, some of the individuals provided services provided by CHCS require housing assistance.

NOW THEREFORE, the parties wish to partner their resources in order to provide housing assistance and intensive case management services to eligible low-income residents with mental disabilities in accordance with the following parameters and limitations.

I. TERM

This Memorandum of Agreement shall commence on July 1, 2011 and shall terminate on July 1, 2016 unless earlier termination or extension pursuant to any provision hereof.

II. CONSIDERATION

SAHA agrees to allocate when available rental subsidies in the way of tenant- based vouchers to eligible individual/families (“Participants”) as referred by the CHCS up to an annual amount of 100 vouchers. As consideration for the allocation of the rental subsidies as hereinbefore described, the CHCS will provide eligibility assessment services as well as intensive case management and treatment services to the Participants referred for rental subsidies.

III. DEFINITION of TERMS

1. Applicant: An individual/family that has applied for admission to a program but is not yet a participant in the program

2. Extremely Low-Income: Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD) with adjustments for smaller and larger families.

3. Eligible Family: A very low or extremely low-income family or individual who meets the federal definition of homeless as specified below in #5 a), b), c), d) and/or e).

4. Homeless: To be homeless, a family or individual shall be:

a) A family or individual who lacks a fixed, regular, and adequate nighttime residence; and

b) A family or individual who has a primary nighttime residence that is:

(i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare/ voucher hotels, congregate shelters, or transitional housing designed for homeless persons); or

(ii) An institution that provides a temporary residence for persons intended to be institutionalized; or

(iii) A public or private place not designed for, or ordinarily, used as, a regular sleeping accommodation for human beings.

c. Individuals who are homeless due to domestic violence.

d.(i) Youths who age out of the foster care system without housing options.

(ii) Emancipated Minors without housing options.

e. Individuals who were previously housed, but due to an illness have been hospitalized, and experience the subsequent loss of their housing.

6. Participant: An individual or family, referred by an agency, which has been admitted to the SPC Program and is currently assisted in the program. The family becomes a Participant on the effective date of the first day of initial Housing Assistance Payment Contract (HAPC).

7. Very Low-Income: Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the HUD, with adjustments for smaller and larger families.

IV. CHCS SERVICES

CHCS agrees as follows:

- a) At the time of initial admission into the Program, of the total families served, one hundred percent (100%) shall be: Homeless and Eligible Families.
- b) CHCS will accept referrals of Eligible Families in accordance with CHCS guidelines.
- c) CHCS will accurately complete intake and verification forms provided and/or approved by SAHA.
- d) CHCS will maintain a list of referrals by date and make those records available to SAHA, HUD and/or Office of Inspector general (OIG) for any monitoring audits that may be required to ensure program compliance.
- e) CHCS will assist eligible families in housing search efforts by providing services such as, compiling and distributing provider generated property listings, conducting landlord/owner outreach, and accompany eligible families when they are viewing potential rental units.
- f) CHCS will accurately describe the Set Aside Homeless Voucher Program to eligible families and property owners.
- g) CHCS will require attendance of appropriate staff at SAHA meeting or training sessions.
- h) CHCS will practice ethical behavior in performing under the contract/agreement. For the duration of the contract/agreement, the CHCS shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflict of interests regarding the services to be provided or may arise. Immediately notify SAHA in writing of changes in personnel for the Set Aside Homeless Voucher Program.
- i) CHCS will conduct a thorough needs assessment to determine supportive services needed or referrals to be provided to the participant to enable them to be successful in transition to permanent housing. Provide al participants with case management services that include assistance with SAHA paperwork and inspections, counseling on housekeeping, money management and tenant obligations to the Set Aside Homeless Voucher Program, landlord and SAHA.
- j) CHCS will continue case management services for at least one (1) year after execution of the HAPC, which includes at least quarterly visits with participants in their units. Maintain records of visits in case management service files and make them available to SAHA upon request.

k) CHCS may continue to provide other long-term follow-up services at its own expense after the one (1) year period.

l) CHCS will submit a quarterly report to SAHA regarding referrals to the program and supportive contacts made. This report would be due by the fifth day of each month.

m) CHCS will comply with request from SAHA, HUD and/or the OIG to provide written documentation/reports in addition to the quarterly reports for any monitoring audits that may be required to ensure program compliance. Turnaround time may vary depending on the request.

n) CHCS will permit-on sight monitoring audits to ensure program compliance on at least an annual basis.

V. SAHA SERVICES

SAHA agrees as follows:

a) SAHA will process all referrals and applications in accordance with HUD guidelines and SAHA's Administrative Plan and/or Move to Work (MTW) Plan.

b) SAHA will provide training to CHCS staff and notification to CHCS staff of any changes in regulations, policy, rules or key personnel for the Set Aside Homeless Voucher Program.

c) SAHA will provide all documents necessary for processing applicants/participants.

d) SAHA will upon 30 days prior written notice, at any time increase or decrease the maximum number of eligible families who may be referred to receive the Set Aside Homeless Voucher Program rental assistance if, in the SAHA's judgment, the goals of the Program would be better served by such a change.

e) SAHA will retain the sole authority to determine eligibility for the Set Aside Homeless Voucher Program of all referrals by CHCS.

f) SAHA will monitor the CHCS's performance, including supportive documentation to ensure program compliance.

g) SAHA will administer the Set Aside Homeless Voucher Program using the current existing allocations of vouchers made available through funding. As the number of Vouchers is dependent upon federal funding, the number of vouchers available is not fixed. Accordingly, SAHA may, at any time, increase or decrease the number of available vouchers.

h) SAHA will provide the applicant/participant with a system generated properly listing by bedroom size to assist in their housing search.

i) SAHA will conduct inspections for all potential rental properties to ensure compliance with housing quality standards (HQS).

VI. AUDIT AND INSPECTION OF RECORDS

After receipt of 30 days notice and during the regular business hours of the SAHA the CHCS shall provide the SAHA, or agents of the SAHA, such access to the CHCS, records and facilities as SAHA deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the CHCS records relative to work performed under this Agreement. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to the SAHA during the entire term of this Agreement and for three (3) years after final payment by the SAHA hereunder, unless the Authority gives written permission to the CHCS to dispose of said records prior to this time.

VII. ASSIGNMENT OR TRANSFER

Neither SAHA nor CHCS shall in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the other party.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

1. In the performance of work under this Agreement, the CHCS and its subcontractors, if any, shall not discriminate in their employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual preference or physical handicap.

2. In accordance with regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), the CHCS must not discriminate against any otherwise qualified individual with handicaps.

3. In carrying out the obligations under this Agreement, the CHCS shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap.

4. The CHCS agrees to post on conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The CHCS will in all solicitations or advertisements for employees placed by or on behalf of the CHCS state that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The CHCS will incorporate the foregoing requirements of these subparagraphs C.i. and C.ii. in all contracts for

project work, except contracts for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for project work.

IX. TERMINATION

For purposes of this Agreement, “termination” shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

a) If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties therein or if any law is interpreted to prohibit such performance, this Memorandum of Agreement shall automatically terminate as of the effective date of such prohibition.

b) Should either party default in the performance of any of the terms or conditions of this Agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten-day period, this Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

c) All parties agree and understand that SAHA expects to provide the obligations of this Agreement from projected federal funding and appropriations by the Board of Commissioners for the Housing Authority of the City of San Antonio, Texas. In addition, all parties agree and understand that CHCS expects to provide its obligations under this Agreement from projected revenue sources, but all obligations of the CHCS are subject to state and federal funding for the CHCS and annual appropriations by the CHCS Board of Directors. Contractual provisions notwithstanding, in the event that any party to this agreement shall fail to obtain state or federal funding or appropriations sufficient to pay all obligations of any party, CHCS and SAHA shall each have the right to terminate this Agreement by providing the other party with sixty (60) days written notice of termination from the date that the CHCS or SAHA receives the notice.

X. CONFIDENTIAL INFORMATION

The parties agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement in accordance with all Local, State and Federal Laws.

XI. CONFLICT OF INTEREST

CHCS acknowledges that state and federal law prohibits a SAHA officer or employee from having an interest in any contract with SAHA. The CHCS warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of SAHA

XII. AMENDMENT

Except where the terms of this Agreement expressly provide otherwise, any amendment to this Agreement shall not be binding on the Parties unless such amendment be in writing, executed by both Parties and dated subsequent to the date hereof.

XIII. NOTICES

Any notice required, permitted or appropriate under this Agreement shall be deemed sufficient if in writing or sent certified mail, return receipt requested, postage prepaid, to SAHA or CHCS at the respective address set forth below or to any other address of which written notice of change is given:

SAHA

Housing Authority of the City of San Antonio, Texas
Attn: President & CEO
Attn: Deborah Aleman, Director of Assisted Housing Programs
San Antonio Housing Authority
818 S. Flores
San Antonio, TX 78204

CHCS

Center for Health Care Services
Attention: Leon Evans, President & CEO
3031 IH 10 West
San Antonio, TX 78201

XIV. TEXAS LAW TO APPLY

THIS MEMORANDUM SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XV. COMPLIANCE WITH LAWS AND REGULATIONS

It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulations or law. The Parties agree that they will provide services under this Agreement as independent parties. The parties in this Agreement further agree that they have no authority to bind the other or to hold out to third parties that it has authority to

bind the other and nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of employee-employee, principal-agent, partners or joint venturers. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. The purpose of this Agreement is to further the public good, nor to gain a profit. Each of the parties to this Agreement has separate and independent duties and obligations over which they have control.

XVI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Agreement.

XII. ENTIRE AGREEMENT

This Memorandum, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the Parties hereto.

Agreed to this the ____ day of _____, 2011.

Lourdes Castro Ramirez
President & CEO
Housing Authority of the City of
San Antonio, Texas (“SAHA”)

Leon Evans
President&CEO
The Center for Health Care Services
San Antonio, TX