

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is entered into by and between:

Hospital / Health System / Agency: _____
(Address: _____)

and

Evercare Homes
(Address: _____)

Collectively referred to as the "Parties."

1. Purpose

The purpose of this MOU is to establish a collaborative working relationship between the Hospital's Discharge Planners, Social Workers, and/or Case Managers and Evercare Homes to facilitate safe, ethical, and compliant referrals and transitions of **Veterans and adults in transition** who require supportive housing, care coordination, and community-based services.

This MOU is intended to ensure continuity of care, timely discharge planning, and compliance with all applicable federal and state laws, including the **Health Insurance Portability and Accountability Act (HIPAA)**.

2. Scope of Collaboration

Evercare Homes Service Description

Evercare Homes provides **supportive, community-based shared housing** for Veterans and adults in transition who are medically stable and able to live independently with supportive oversight. Services may include:

- Safe, structured shared housing environment
- Transition support following hospital, rehabilitation, or institutional discharge
- Care coordination and linkage to community, medical, behavioral health, and Veteran-specific resources
- Support with follow-up appointments, benefits navigation, and service engagement
- Collaboration with referring providers to support continuity of care

Evercare Homes does not provide skilled nursing, acute medical care, or continuous medical supervision.

Eligibility Guidelines

Individuals referred to Evercare Homes must meet the following criteria:

- Medically cleared for discharge
- Independent with Activities of Daily Living (ADLs)
- No active violent or aggressive behavior
- Able to reside safely in a shared housing environment
- Willing to engage in follow-up care or services
- **Veterans:** VA connection verified or pending (accepted)

Acceptance is subject to availability, appropriateness, and final screening by Evercare Homes.

2. Scope of Collaboration

Under this MOU, the Parties agree to collaborate in the following areas:

- Identification of appropriate patients/clients for referral to Evercare Homes
- Coordination of discharge planning and transition services
- Exchange of limited, necessary information to support continuity of care

- Support for Veterans and adults transitioning from hospitals, skilled nursing facilities, behavioral health settings, or other institutional or community-based environments

This MOU does **not** create an exclusive referral relationship.

3. Roles and Responsibilities

A. Hospital / Agency Responsibilities

The Hospital or referring agency agrees to:

- Assess patients/clients for medical, functional, and psychosocial appropriateness prior to referral
- Obtain all required **written patient authorization/consent** prior to sharing protected health information (PHI), unless otherwise permitted by law
- Provide accurate and timely discharge information necessary for safe placement (e.g., discharge summary, medication list, care needs, functional status)
- Ensure that referrals are consistent with the patient's preferences and discharge plan
- Designate a primary contact person for coordination with Evercare Homes

B. Evercare Homes Responsibilities

Evercare Homes agrees to:

- Review referrals promptly and determine acceptance based on eligibility, capacity, and level of care
 - Maintain a safe, supportive, and compliant living environment for accepted individuals
 - Coordinate services and supports consistent with the individual's care plan
 - Maintain confidentiality of all received information in accordance with HIPAA and applicable laws
 - Designate a primary contact person for referral coordination and follow-up
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4. HIPAA and Confidentiality

The Parties acknowledge that they may exchange **Protected Health Information (PHI)** solely for purposes related to treatment, care coordination, and discharge planning, and only as permitted by HIPAA (45 CFR Parts 160 and 164).

The Parties agree that:

- Only the **minimum necessary information** will be shared
- PHI will be used solely for the purpose of facilitating appropriate placement and continuity of care
- All PHI will be safeguarded using administrative, physical, and technical protections
- No PHI will be disclosed to unauthorized third parties without proper authorization or legal requirement

Nothing in this MOU shall be construed to require the disclosure of PHI in violation of HIPAA or state privacy laws.

5. Patient Authorization

When required, the referring Hospital or Agency will obtain written patient authorization prior to sharing PHI with Evercare Homes. Copies of such authorization may be provided to Evercare Homes upon request.

6. Independent Entities

The Parties acknowledge that they are **independent entities**. Nothing in this MOU shall be construed to create an employer-employee relationship, joint venture, partnership, or agency relationship between the Parties.

7. Financial Responsibility

This MOU does not obligate either Party to any financial arrangement or guarantee of payment. Financial responsibility for services will be addressed separately through individual agreements, benefits eligibility, or third-party payers, as applicable.

8. Term and Termination

- This MOU shall become effective on the date of the last signature below.
 - The MOU shall remain in effect for **one (1) year**, unless terminated earlier.
 - Either Party may terminate this MOU with **30 days written notice** to the other Party.
 - Termination shall not relieve either Party of obligations related to confidentiality of PHI.
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9. Compliance with Laws

Both Parties agree to comply with all applicable federal, state, and local laws and regulations, including but not limited to HIPAA, CMS regulations, and Veteran-related program requirements.

VA-Specific Coordination

When serving Veterans, the Parties agree to collaborate with applicable U.S. Department of Veterans Affairs (VA) programs, which may include:

- **VA Medical Centers (VAMC):** Coordination with VA medical teams, discharge planners, and VA social workers as applicable
- **HUD-VASH:** Support for Veterans participating in the HUD-VASH program, including housing stability and coordination with VA case managers
- **SSVF (Supportive Services for Veteran Families):** Coordination with SSVF providers for housing stabilization, case management, and supportive services

Evercare Homes may accept Veterans with a verified or pending VA connection and will collaborate with VA partners to support continuity of care and housing stability, as appropriate and permitted by law.

9. Compliance with Laws

Both Parties agree to comply with all applicable federal, state, and local laws and regulations, including but not limited to HIPAA, CMS regulations, and Veteran-related program requirements where applicable.

10. Non-Discrimination

The Parties agree that services and referrals will be provided without discrimination based on race, color, religion, sex, gender identity, sexual orientation, age, disability, veteran status, or any other protected status under applicable law.

11. Amendments

This MOU may be amended only by written agreement signed by authorized representatives of both Parties.

12. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the state in which services are primarily provided.

13. Signatures

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

Hospital / Agency Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Evercare Homes Representative

Name: _____

Title: _____

Signature: _____

Date: _____
