

MEMORANDUM OF UNDERSTANDING #275-M1110
FAMILY UNIFICATION PROGRAM

This Memorandum of Understanding (hereinafter referred to as “MOU”) made and entered into by and between the El Dorado County Public Housing Authority (hereinafter referred to as “PHA”) and the El Dorado County Child Protective Services (hereinafter referred to as “CPS”), as separate agencies of the El Dorado County Department of Human Services (hereinafter referred to as “DHS”) and in relation to their application for Housing and Urban Development (hereinafter referred to as “HUD”) Fiscal Year 2010-11 Family Unification funding. This MOU sets forth each agency’s roles and responsibilities relative to the implementation and management of the HUD program more commonly known as the “Family Unification Program” (hereinafter referred to as “FUP”);

RECITALS

WHEREAS, PHA and CPS are agencies of DHS which is overseen by the Board of Supervisors; and

WHEREAS, PHA currently administers the FUP and wishes to expand the program to receive additional Family Unification Program vouchers to assist families and youth in crisis in El Dorado County find adequate affordable housing; and

WHEREAS, CPS has the experience, knowledge and technical expertise to assess which families, children and youth lack adequate housing thereby resulting in said children being removed from their homes or preventing said children from being reunited with their families; and

WHEREAS, CPS has the experience, knowledge and technical expertise to determine which youth were in the foster care system at age sixteen (16) or older and who are now at least eighteen (18) years old and not older than twenty-one (21) years of age and who currently lack a safe home environment (hereinafter referred to as “emancipated foster youth”.)

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

Introduction and Goals: PHA administers the Housing Choice Voucher (HCV) program which provides rental assistance payments to families who lack adequate housing and to families where the lack of adequate housing is a primary factor in the imminent placement or retention of the

families' child or children in out-of-home care. Upon authorization from HUD, PHA intends to provide FUP vouchers to emancipated foster youth.

CPS identifies families who are at risk of becoming clients of the child welfare system and whose children are at risk of imminent placement in the foster care system as a result of inadequate food, clothing, shelter or environmental neglect or families whose children cannot be returned to their home because the family cannot provide for the children's subsistence needs.

PHA and CPS work together to ensure that rental assistance payments are available to help families who are involved with the child welfare system, to assist them in finding affordable and decent housing in a safe and supportive environment, ensure that children who remain with their families or who are reunited with their families are safe and secure and not subject to neglect as a result of homelessness or inadequate housing, and to provide services to emancipated foster care youth.

ARTICLE II

Past Experience of PHA and CPS: PHA currently administers three hundred seventy four (374) vouchers including fifty (50) previously awarded FUP vouchers that are currently fully utilized by eligible households. PHA receives referrals from CPS on a continual and regular basis from families who are separated or are at risk of separation due to a lack of adequate housing. A CPS employee shall act as liaison to assist with every housing authority application for funding and to monitor all FUP applications.

CPS has worked cooperatively since 1997 with PHA to assist clients to apply for and remain stable in housing placements including the HCV and public housing program

CPS has actively partnered with PHA to encourage clients served by CPS and PHA to participate in the PHA's Family Self Sufficiency Program.

CPS has a long history of identifying clients who have children who are in danger of being placed in, or who cannot be returned home from, CPS' care due to inadequate housing. CPS workers are familiar with providing services to assist their clients locate, obtain and maintain appropriate housing.

CPS has worked with the Housing Authority to house clients with open CPS cases. These clients are served in the Housing Choice Voucher Program.

ARTICLE III

Administration of MOU - PHA and CPS staff positions FUP Liaison: The following staff shall serve as the lead FUP liaisons. They will be responsible for the transmission and acceptance of FUP referrals, determining eligibility for the HCV Family Unification Program, and reporting on outcomes.

The County Officer or employee with responsibility for administering this Agreement for PHA is Sarah DeStefano, Housing Program Coordinator Department of Human Services, or successor.

The County Officer or employee with responsibility for administering this Agreement for CPS is Angela Wilson, Program Manager I, Department of Human Services, or successor.

ARTICLE IV

Statement of Cooperation: PHA and CPS agree to cooperate with HUD and provide data to HUD or a HUD-approved contractor delegated the responsibility of program evaluation.

ARTICLE V

Housing Search Assistance the PHA Shall Provide to Families and Youth:

1. PHA and CPS caseworkers shall work together to provide housing advocacy services to families and/or clients who have been referred to the PHA for a FUP voucher to help families or clients obtain housing. These services may include but not be limited to some or all of the following:

- apartment search techniques;
- lists of property managers who may have units available;
- lease negotiations;
- examples of housing discrimination;
- housing quality standards; and
- tenant's rights and responsibilities.

2. CPS caseworkers intend to spend the time necessary to assist families or clients who receives a FUP HCV to locate appropriate housing.

3. After the family or client obtains housing, CPS workers will follow up with them as necessary to ensure the family or client remains stable in their housing.

4. In addition to the housing advocacy services provided by CPS caseworkers, PHA shall provide briefing sessions for families or clients approved for a FUP HCV which shall include information to help each family or client obtain appropriate housing.

ARTICLE VI

Services to be Provided to FUP-Eligible Youth: DHS agrees to provide services to youth clients referred to FUP for at least the eighteen (18) months after they receive assistance through the FUP voucher. FUP-eligible youth shall be provided:

1. Basic life skills information/counseling which shall include education on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to both physical and mental health care.

2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals on security deposits, utility hook-up fees, and utility deposits.
3. Job preparation and attainment counseling.
4. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.
5. Participation in the assessment and implementation of actions to address their needs, including the development of individual case plans for each youth for services to be received and the youth's commitment to the plan.
6. Providing assurances to owners of rental property that these services shall be provided to FUP-eligible youth who rent a unit with a FUP voucher.
7. Provide follow-up services for at least three (3) to six (6) months after the family or client obtains housing when PHA expedites the application. DHS anticipates that the caseworker will spend the time necessary on follow up services per family or client housed through FUP.

ARTICLE VII

PHA Responsibilities: PHA shall be responsible for the following:

1. Accept referrals certified by CPS as eligible for FUP, including emancipated foster youth who lack adequate housing.
2. Upon receipt of the CPS list of families and youth currently in the CPS caseload, PHA shall compare the names with those of families and youth already on the PHA HCV waiting list to see if any clients on the HCV waiting list are eligible for FUP.
3. Determine whether the families or clients referred by CPS are eligible for the Housing Choice Voucher (HCV) program. If the family or client is eligible, PHA shall place the family or client on the HCV waiting list. If the family or client is not eligible for the HCV program, PHA shall notify CPS and the family or client. PHA shall notify the family or client that he/she/they have the right to appeal this decision.
4. Determine if any families with children, or youth aged eighteen (18) through twenty-one (21) on its HCV waiting list are living in temporary shelters or on the street and may qualify for the FUP, and refer such families to CPS.
5. Award HCV to eligible FUP applicants.
6. Expedite the process for third party verifications of a family or client's income and

eligibility.

7. Provide briefing sessions for FUP participants.
8. Notify CPS when a participant is terminated from the program.
9. If HCV assistance to any FUP client is terminated, PHA will reissue the voucher to another family or client eligible for FUP.
10. Maintain quality program data for future program evaluation.
11. Administer the vouchers in accordance with applicable program regulations and requirements.
12. Conduct regular meetings (at least quarterly) with CPS.
13. Amend the administrative plan in accordance with applicable program regulations and requirements, if needed.
14. Upon notification that vouchers have been awarded, train CPS staff on the PHA's HCV procedures.

ARTICLE VIII

CPS Responsibilities: CPS shall be responsible for the following:

1. Provide training on FUP to the CPS staff and train PHA staff on CPS' referral procedures.
2. Identify emancipated foster youth or families who are at risk of becoming clients of the child welfare system and whose children are at risk of imminent placement in the foster care system as a result of inadequate food, clothing, shelter, or environmental neglect or families whose children cannot be returned to their home because the family cannot provide for the children's subsistence needs. CPS anticipates that caseworkers will spend the time necessary per family or client identified as potentially eligible in assisting them to qualify for FUP. In addition, CPS anticipates that the person making referrals to PHA shall spend sufficient time per family or client referred to PHA for a FUP HCV determining that the family or client meets the FUP eligibility criteria.
3. In cases where the identified family or clients' child or children are currently placed in care, CPS shall certify that they anticipate that the child will be returned to the family or client within sixty (60) days of qualifying for a FUP HCV.
4. Identify emancipated foster youth who do not have adequate housing.
5. Notify potentially eligible families or clients of FUP and ask appropriate families or

clients if they would like CPS to refer them to the PHA to participate in FUP.

6. Commit sufficient staff resources to ensure FUP families or clients are identified, determined eligible and receive support services in a timely manner.

7. When PHA has FUP vouchers available, review active caseloads at least once a month to identify families or youth eligible for FUP and refer them to PHA.

8. Develop procedures for referring potentially eligible families or clients to FUP.

9. Provide written verification that the families or clients referred to PHA meet FUP guidelines.

10. Provide services to assist families or clients locate housing. CPS anticipates that caseworkers will spend the time necessary to assist each family or client who receives a FUP HCV to locate appropriate housing.

11. Notify PHA when the family or client no longer meets criteria set forth above in 2, 3, or 4 or withdraws from services.

12. Maintain relevant data and provide written information as requested for program evaluation.

13. Conduct regular meetings (at least quarterly) with PHA.

ARTICLE IX

Term: This MOU shall become effective upon final execution by both parties hereto and shall continue until terminated by either party pursuant to Article XI.

ARTICLE X

Compensation for Services: There is no remuneration associated with this MOU.

ARTICLE XI

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

ARTICLE XII

Notices To Parties: All notices to be given by the parties hereto shall be in writing.

Notices to PHA shall be addressed as follows:

COUNTY OF EL DORADO
PUBLIC HOUSING AUTHORITY
937 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, DIRECTOR

or to such other location as PHA directs.

Notices to CPS shall be addressed as follows:

COUNTY OF EL DORADO
CHILD PROTECTIVE SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: MARK CONTOIS, PROGRAM MANAGER II

or to such other location as CPS directs.

ARTICLE XIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____
Sarah DeStefano, Housing Program Coordinator
Public Housing Authority

Dated: _____

By: _____
Angela Wilson, Program Manager I
Child Protective Services

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this MOU #275-M1110 on the dates indicated below.

**COUNTY OF EL DORADO
PUBLIC HOUSING AUTHORITY**

By: _____ Dated: _____
Daniel Nielson, M.P.A., Director

**COUNTY OF EL DORADO
CHILD PROTECTIVE SERVICES**

By: _____ Dated: _____
Mark Contois, Program Manager, II