

MEMORANDUM OF UNDERSTANDING
Between
ORANGE COUNTY HOUSING AUTHORITY
A Division of OC Housing &
Homeless Services
And
CITY OF COSTA MESA

This Memorandum of Understanding (MOU), is hereby made and entered into by and between Orange County Housing Authority, a public housing agency in the State of California, herein called "OCHA" and **CITY OF COSTA MESA**, a California nonprofit organization, herein called "Supportive Services Provider".

I. BACKGROUND

Over the past several years, the United States Department of Housing and Urban Development (HUD) has enhanced efforts to address homelessness through the use of federal funds. To further these initiatives, HUD issued Notice PIH 2013-15 to provide strategies that Public Housing Agencies can use to expand permanent housing resources for the homeless. Agencies that administer the Housing Choice Voucher (HCV) Program have been encouraged to consider a "Homeless Admissions Preference" as the "greatest tool for increasing program access for individuals and families experiencing homelessness". As such, in April 2016, OCHA, amended its Administrative Plan to implement a "Homeless Admissions Preference".

Under the homeless admissions preference, OCHA will dedicate up to 60 HCVs per year to homeless households referred by participating supportive services providers via the Coordinated Entry system.

II. PURPOSE

To further the County's goal of ending homelessness, this non-financial MOU outlines the implementation, administration, and operation of the homeless admissions preference. OCHA and supportive services provider shall each perform their responsibilities under this MOU in compliance with HUD regulations governing the HCV Program, in addition to any other Federal, State, and/or local requirements to which they are subject.

III. TERM

This agreement becomes effective upon execution and remains active unless/until terminated (see Section XIV, MOU Termination).

IV. POPULATION TO BE SERVED

Individuals and families who meet HCV Program eligibility criteria. OCHA prioritizes the issuance of Housing Choice Vouchers to persons who reside or work in the 31 cities and unincorporated areas that comprise its jurisdiction. OCHA may also assist persons who are referred from prioritized areas identified by the Continuum of Care (CoC) who will likely reside in OCHA's jurisdiction. Priority areas will be communicated by CoC and or County. Those

potentially eligible will be prioritized by the supportive services provider in accordance with HUD Notice CPD-14-012.

V. SCOPE OF SERVICES PROVIDED BY City of Costa Mesa

A. Outreach, Engagement, and Referral

Supportive services provider is responsible for performing outreach, engagement, conducting assessments using the VI-SPDAT, and making household's "document ready", which includes, but is not limited, to certifying chronic homelessness for the Coordinated Entry System. Supportive services provider will comply with all Continuum of Care (CoC) requirements and federal guidance regarding delivery of service.

B. Supportive Services

Supportive services provider will provide the following supportive services (directly or otherwise):

- i. Needs assessments and service plans
- ii. Housing search assistance and housing stabilization plans
- iii. Case management, including, but not limited to monitoring of client compliance with OCHA policy and HUD regulations
- iv. Linkage to additional resources via a referral process
- v. Crisis intervention

At minimum, supportive services provider will provide supportive services for each eligible household from the point of referral, through the household's first complete year of receipt of rental assistance.

C. Homeless Management Information System (HMIS) Compliance

Supportive services provider will comply with HMIS data collection and reporting requirements in accordance with CoC requirements and federal guidance. At minimum, this includes, but is not limited to:

- i. Collection of data by assisting clients with completing and submitting consent, intake, annual assessment, and exit forms
- ii. Entry of intake, annual assessment, and exit data into the HMIS system
- iii. Monitoring, maintenance, reconciliation and reporting of HMIS data

VI. SCOPE OF SERVICES PROVIDED BY OCHA

A. Implementation, Administration and Operation

- i. Referral of potentially eligible candidates to the Coordinated Entry system
- ii. Completion and submission of any applicable applications and/or reports
- iii. Program management in compliance with federal regulations and the Administrative Plan
- iv. Training of supportive services provider's staff on the HCV Program, as needed

B. Eligibility

OCHA will conduct program briefings and eligibility interviews, collect documentation necessary to determine eligibility, initiate background checks, determine family composition and annual income, issue HCVs, and calculate Housing Assistance Payments.

OCHA will promptly notify supportive services provider (and landlord, if applicable) in writing, of any challenges establishing and/or maintaining eligibility and/or client compliance. As the supportive services provider, **CITY OF COSTA MESA** agrees to assist the client with resolving said challenges.

C. Leasing

OCHA will complete all leasing activities pertaining to rental assistance, including:

- i. Determining rent reasonableness and affordability of rent
- ii. Performing initial and at minimum, biennial inspections to insure compliance with Housing Quality Standards
- iii. Collecting documentation necessary to process lease-up of assisted tenants and issue housing assistance payments.

OCHA will promptly notify supportive services provider (and landlord, if applicable) in writing, of any challenges pertaining to the assisted unit and/or tenancy. As the supportive services provider, **CITY OF COSTA MESA** agrees to assist the client with resolving said challenges.

VII. ADHERENCE TO HOUSING FIRST MODEL

"Housing First" is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and/or barriers to entry. With the exception of requirements on which funding is contingent, OCHA and

supportive services provider acknowledge and agree to act in accordance with "Housing First".

If a client violates their service plan, supportive services may be terminated. However, a client's eligibility to rental assistance will not be affected due to non-compliance with a service plan.

OCHA may terminate HCV rental assistance for program violations in compliance with local policy and/or federal regulations.

VIII. COLLABORATION

OCHA and supportive services provider will remain in close communication to most effectively implement and administer the homeless admissions preference. Both parties agree to meet regularly, as needed to discuss:

- A. Program operations and compliance
- B. Program procedures and logistics
- C. Client needs and challenges

IX. WHOLE PERSON CARE PILOT PROGRAM

In the event the County of Orange is selected for the Whole Person Care Pilot Program, supportive services provider may have the opportunity to participate in the program as well.

X. NOTICES

OCHA and supportive services provider agree that all notices shall be made in writing and may be sent via personal delivery, email, or regular mail.

XI. RETENTION OF RECORDS

OCHA and supportive services provider agree to retain all pertinent records, including, but not limited to, client referral packages, eligibility documentation, program reports, etc., in compliance with federal, state and local laws, or until all pending audits are completed, whichever is later.

XII. GENERAL PROVISIONS

- A. All records generated by this MOU may be subject to public disclosure. Neither party shall be liable for any such disclosure made by the other party.
- B. As the recipient of funding to administer and operate the HCV program, OCHA shall retain ultimate control over matters involving the exercise of judgment and indiscretion in carrying out the program as intended by HUD.

XIII. AMENDMENTS

No alteration or variation of the terms of this MOU shall be valid unless made in writing and

signed by the both parties; no oral understanding or agreement not incorporated herein shall be binding on either party; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCHA unless authorized by OCHA in writing.

XIV. MOU TERMINATION

Either party may terminate this MOU, with or without cause, without penalty, upon provision of written 90-day notice to the other party. Upon notice thereof, the parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and any other applicable documentation.

XV. BREACH OF CONTRACT

The failure of either party to comply with any of the provisions, covenants or conditions of this MOU shall be considered a material breach. In the event of such a breach, either party shall afford the breaching party written notice of the breach and 30 calendar days within which to cure the breach or determine a mutually agreeable plan for resolution. Under no circumstances shall either party terminate the agreement or suspend payment or service provision, as applicable, unless and until cure or a resolution plan are not reached after 30 days.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision of this MOU shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

XV. DISPUTES

The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this MOU is not disposed of in a reasonable period of time by supportive services provider and OCHA staff, such matter shall be brought to the attention of the OCHA management by way of the following process:

1. Supportive services provider shall submit to the OCHA staff assigned to manage this contract a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this MOU, unless OCHA, on its own initiative, has already rendered such a final decision.
2. Supportive services provider's written demand shall be fully supported by factual information, and, if such demand involves an adjustment to the MOU, supportive services provider shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data is accurate and complete, and that what is request accurately

reflects what supportive services provider believes OCHA is required to provide.

3. Pending the final resolution of any dispute arising under, related to, or involving this MOU, supportive services provider agrees to diligently proceed with the provision of services under this MOU. Similarly, OCHA agrees to diligently proceed with payment under this MOU pending final resolution of any dispute. Either party's failure to proceed with payment or service provision, respectively, shall be considered a material breach of the MOU.


Any final decision of OCHA shall be made in good faith, shall be expressly identified as such, shall be in writing, and shall be signed by OCHA management. If OCHA fails to render a decision within ninety (90) days after receipt of the supportive services provider's demand, it shall be deemed a final decision adverse to supportive service provider's contentions. Nothing in this Paragraph shall be construed as affecting OCHA's right to terminate the MOU for Cause or Terminate for Convenience here in.

In Witness Whereof, the parties hereto agree to the provisions as outlined in this MOU and approve this to remain in effect:

MW


Dylan Wright
Director, Orange County Community Resources

4/26/2022
Date



Susan Price
Assistant City Manager, City of Costa Mesa

4/21/22
Date

Approval as to Form
Office of the County Counsel, Orange County, CA



By Deputy County Counsel

9/19/2014
Date