



## **RESOLUTION NO. 23-22**

### **RESOLUTION AUTHORIZING EXECUTION OF AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN COALITION FOR THE HOMELESS AND HARRIS COUNTY HOUSING AUTHORITY FOR THE EMERGENCY HOUSING VOUCHER PROGRAM**

**WHEREAS**, on July 22, 2021, Harris County Housing Authority (HCHA) entered into a Memorandum of Understanding (MOU) with Coalition for the Homeless (CFTH) to provide referral and support services for the administration of the Emergency Housing Voucher (EHV) Program; and

**WHEREAS**, under the MOU, HCHA and CFTH have collaborated in implementing the EHV Program to support the goal of preventing and ending homelessness; and

**WHEREAS**, under the EHV Program, Continuum of Care providers, such as CFTH, are responsible for determining whether a household (including both individuals and families) is eligible for an EHV using the following eligibility categories:

1. The household is homeless;
2. The household is at the risk of homelessness;
3. The household is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
4. The household is recently homeless and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability; and

**WHEREAS**, the Department of Housing and Urban Development's Quality Assurance Division (QAD) recently reviewed the operation and administration of HCHA's EHV Program and determined that the fourth numbered eligibility category identified above was missing from the MOU between HCHA and CFTH; and

**WHEREAS**, the QAD has required that HCHA amend its MOU with CFTH to add the fourth numbered eligibility category to provide the guidance needed to properly operate and administer the EHV Program; and

**WHEREAS**, the QAD required that the MOU be amended by June 10, 2023, and HCHA has, accordingly, prepared the attached Amended and Restated Memorandum of

Understanding Between the Coalition for the Homeless and Harris County Housing Authority for the Emergency Housing Voucher Program, which adds the missing category and clarifies that the phrase "household" includes both individuals and families.

**NOW, THEREFORE, BE IT RESOLVED**, that HCHA's Board of Commissioners authorizes HCHA's Executive Director or Acting Executive Director to execute the attached Amended and Restated Memorandum of Understanding Between the Coalition for the Homeless and Harris County Housing Authority for the Emergency Housing Voucher Program.

**PASSED**, by the Board of Commissioners this 17th day of May 2023.

Chair:

A handwritten signature in blue ink, appearing to read "Nicole Wainwright", written over a horizontal line.

Acting Secretary:

A handwritten signature in blue ink, appearing to be a stylized name, written over a horizontal line.

Attachment

# AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN COALITION FOR THE HOMELESS AND HARRIS COUNTY HOUSING AUTHORITY FOR THE EMERGENCY HOUSING VOUCHER PROGRAM

This amended and restated memorandum of understanding (MOU) has been entered into on the date set forth below and is intended to be effective as of: July 22, 2021.

Parties to this MOU include:

Harris County Housing Authority  
1933 Hussion St.  
Houston, Texas 77003

and

Coalition for the Homeless  
2000 Crawford St.  
Houston, Texas 77002

The purpose of this MOU is to set forth how Harris County Housing Authority (HCHA) and Coalition for the Homeless (CFTH) will collaborate in the implementation of the Emergency Housing Voucher program to support the community's goal to prevent and end homelessness. The MOU is being amended to add an inadvertently omitted category of households eligible for Emergency Housing Voucher assistance and to clarify that the term "household" includes both individuals and families. The amendments are set forth in Section II. a. below. In all other respects, the MOU originally entered into remains in full force and effect and otherwise unchanged.

## I. Introduction and Goals

- a. Commitment of the parties to administer the Emergency Housing Vouchers (EHV) in accordance with all program requirements. HCHA and CFTH commit to comply with all program requirements. The HCHA agrees to comply with the requirements of Notice PIH 2021-15 ('Notice'), including eligibility requirements, EHV waivers, alternative requirements, and special rules outlined in the Notice. CFTH agrees to fulfill its responsibilities as specified in the Notice, including prioritizing individuals and families for EHV assistance, determining the homelessness eligibility, referring individuals and families through CFTH's coordinated entry system, supporting individuals and families in processing voucher applications, supporting the housing search process, and planning for and coordinating the delivery of supportive services to support the housing stability of EHV participants.
- b. HCHA goals and standards of success in administering the program. HCHA shares the underlying goal of CFTH to prevent and end homelessness in the community. In support of the

overall goal, HCHA aims to rapidly lease the allocation of EHVs through close coordination with CFTH in the referral, voucher issuance, and lease-up process. HCHA will measure its success in administering the EHV program by tracking the number of referrals from CFTH that are issued or denied a voucher, tracking the length of time from referral to HCHA to voucher issuance; tracking the time from voucher issuance to lease-up; minimizing the number of voucher holders who do not succeed in leasing a unit with EHV assistance; increasing the length of participation in the EHV program, and increases in income and rates of employment among program participants.

c. Identification of staff person at HCHA and CFTH who will serve as the lead EHV liaisons:

Lead HCHA EHV Liaison:

**Debra McCray, HCV Director**

and

Lead CFTH Liaison:

**Ana Rausch, Vice President of Program Operations**

and

**Jessica Preheim, Vice President of Strategic Planning**

Responsibilities of HCHA liaison: serves as the key point of contact between HCHA and CFTH; in coordination with CFTH, develop benchmarks for successful implementation of the EHV program; have regular monthly meetings with the CFTH liaison and provide updates on available vouchers, vouchers under a lease, commitment and expenditure of services fees to assist participants in locating and securing housing; coordinate HCHA efforts to outreach to area landlords to secure participation in the EHV program; identify barriers to voucher issuance or unit lease-up and collaborate with CFTH to address barriers; ensure that HCHA or entity providing services to EHV participants is informed regarding key program issues, including whether vouchers are about to expire without leasing, whether HCHA is planning actions that could lead to the termination of participation, and/or whether HCHA is unable to contact the participant. Conduct periodic meetings with CFTH counterpart to monitor lease-up and identify actions needed to maintain leasing schedule and occupancy for those placed in housing.

Responsibilities of the CFTH liaison: serve as the key point of contact between CFTH and HCHA; ensure that sufficient individuals and families, are eligible for the EHV program, are referred to HCHA through the coordinated entry system to lease all available EHV vouchers; ensure that referred individuals can engage with HCHA, attend necessary briefings, complete documentation requirements, and understand actions that need to be taken to secure a qualified unit, obtain HCHA approval of the unit, and enter into a lease; and coordinate services providers so that participants can access support to maintain housing stability. Have periodic meetings with HCHA counterpart to monitor lease-up and identify actions needed to maintain leasing schedule and occupancy for those placed in housing.

## II. Populations Eligible for HCV Assistance to be referred by CFTH

- a. Universe of Eligible Households for EHV. The below-listed households (each of which may consist of an individual or a family) are eligible for referral. The eligible population for EHV assistance includes:
1. Households meeting HUD's definition of homelessness;
  2. Households meeting HUD's definition of 'at risk of homelessness';
  3. Any household fleeing, attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
  4. Recently homeless households and for whom providing rental assistance will prevent the household's homelessness or having high risk of housing instability.

## III. Services to be provided to Eligible EHV Families

CFTH shall provide the following services to families eligible for EHVs to support them in acquiring vouchers, securing housing, and maintaining housing stability:

- a. Preparation for voucher issuance. CFTH will assist the referred household in securing necessary documentation, including household composition, income verification for all household members, social security cards, and any need for reasonable accommodations in the voucher issuance or housing search process. All PIH Notice 2021-15 listed EHV waivers apply.
- b. Coordination with HCHA. CFTH will assist participants in attending HCHA briefings on the voucher, completing intake interviews, assembling additional required documentation, and facilitating access to the HCHA for meetings and briefings. Briefings will be held virtually when possible.
- c. Housing search assistance. CFTH will assist voucher holders in locating and securing housing. This includes transportation assistance, providing information on rental opportunities within the housing market, assisting voucher holders in preparing for and having meetings with potential landlords, and helping voucher holders to identify and access neighborhood services and amenities.
- d. Understanding obligations of tenancy. CFTH will support voucher holders and EHV tenants in meeting their tenancy obligations. As part of the program entry process, CFTH will familiarize participants with lease-holders' key obligations, including rent and utility payments, authorized and unauthorized occupancy, minimum housekeeping standards, and allowing fellow residents to have peaceful enjoyment of their units. CFTH will reinforce those understandings once the participants have signed their leases by reviewing the key lease terms with participants. Property owners will be strongly encouraged to contact CFTH and HCHA if tenant behaviors could lead to the loss of housing and agree to work with the provider before commencing eviction proceedings.

- e. Support in equipping unit for residency. CFTH will assist EHV participants in securing moving assistance as needed/as resources are available and in securing essential household furnishings and supplies.
- f. Support in securing necessary utilities. Given the limited incomes of EHV participants and likely credit background issues, CFTH will first seek to locate units with utilities included in the rent when possible. When this is not possible, CFTH will facilitate utility hook-ups by arranging deposits and securing utilities for the unit (as funding is secured).
- g. Support in maintaining housing stability. CFTH will assign case managers to EHV participants. Case managers will assist participants in developing a housing stability plan to proactively address issues that could lead to housing instability, including income, behavioral health concerns, and employment.
- h. Linkages to benefits and community supports. Assigned case managers will assist EHV participants in applying for and securing benefits to which they are entitled. They will also introduce participants to services in their new communities, including self-help groups, clinics, and workforce resources. In addition, providers will support participants in securing benefits and accessing community resources. As appropriate, this will include introductions and support in initial access of services.

#### IV. HCHA Roles and Responsibilities

- a. Administer EHVs consistent with the operating requirements established by HUD and assure that allocated vouchers are utilized.
- b. Reach an agreement with CFTH on the uses of EHV services. An agreed upon rate shall be contracted out to CFTH to assist in voucher issuance, unit lease-up, and maintaining participants' housing stability. HCHA and CFTH will jointly agree on the uses of the EHV services fee and will seek existing community resources before reliance on the services fee.
- c. HCHA agrees to designate a staff lead to oversee the EHV program and to make special provisions for EHV program holders, including providing specialized, accessible voucher briefings solely for EHV participants, committing to expediting inspections for EHV holders, and accepting inspections conducted by properly trained CFTH partner agencies and promptly notifying partnering providers of any possible issues that could jeopardize the continuation of the voucher. In addition, upon request from CFTH, HCHA agrees to pre-inspect identified units to expedite the leasing process.
- d. HCHA agrees that the only persons to be admitted to the EHV program will be those referred by the CFTH through the coordinated entry system. The only exceptions shall be people experiencing or fleeing domestic abuse or violence, including those requiring emergency transfers. Additionally, domestic violence survivors may directly access EHVs through partnering organizations without a

referral from the coordinated entry system provided there is a certification (including self-certification) of their status.

- e. HCHA understands that the goal of the EHV program is to assist in preventing and ending homelessness in the community and that to achieve this goal, rental assistance must be provided to households that might not otherwise be eligible for HCHA assistance.

- f. Program participation prohibitions:

Program admission is prohibited if any household member has ever been convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of federally assisted housing;

Program admission is prohibited if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

Program admission is prohibited if any household member is currently engaged in or has engaged in within the previous 12 months:

Violent criminal activity.

Program admission is prohibited if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months, and

Program admission is prohibited if any family member engaged in or threatened abusive or violent behavior toward HCHA personnel within the past 12 months.

- g. HCHA agrees that except for persons who must be excluded from the EHV program and those denied based on an individualized determination, it will accept all referrals from the coordinated entry system and, if income eligible, will process the households for an EHV.
- h. To expedite the leasing of units under the EHV program, HCHA agrees to accept self-certification of income when requiring other documentation would lead to delays in issuing a voucher.
- i. To expedite the leasing of units under the EHV program, HCHA agrees to accept self-certification of citizenship and eligible immigration status.
- j. To facilitate the leasing of units and, if needed due to market conditions, HCHA agrees to use services fees not contracted to service providers as an incentive payment to landlords to encourage their participation in the EHV program. Incentive and/or retention payments to landlords are fully earned upon leasing or renewing the lease of an eligible program participant. Incentive fees may be up to twice the monthly unit rent.

V. CFTH Roles and Responsibilities

- a. Designate an EHV lead to having regular communication with HCHA and set monthly meetings to review voucher utilization, rate of referrals of eligible participants from CFTH, declinations of referrals from HCHA, vouchers terminated, or at risk of termination, and strategies to support participant housing stability.
- b. Establish assessment and prioritization policies for the EHV program and refer sufficient eligible households to HCHA to meet the lease-up schedule agreed to by the HCHA and CFTH. HCHA and CFTH will jointly agree to a referral and leasing schedule to ensure sufficient referrals to lease available EHV and that the timing of referrals is coordinated to ensure that HCHA and partnering service providers are not over-burdened but have a steady pipeline of eligible applicants. As part of the referral process, the CFTH will provide HCHA with sufficient documentation to establish eligibility for the EHV program.
- c. Developing a funding strategy for supportive services for EHV program participants that will allow for sufficient resources to support the transition of participants into the EHV program, allow them to develop housing stability, and target continuing support to those at risk of losing housing. Wherever possible, services will be funded through mainstream resources. However, when that is not possible, the CFTH will seek to identify resources from other COVID-specific resources, and if possible, through the CFTH program.
- d. Ensure that the CFTH assist participants in developing plans to increase income, support participants in applying for benefits assistance, link participants to the workforce and other employment training and supports, and regularly monitor participant progress in increasing income.
- e. Have periodic meetings with senior officials of HCHA, CFTH leadership, and other providers. These high-level meetings will review leasing progress, the rate of referrals to HCHA, and the prioritization of vouchers issuance.

VI. Program Evaluation

HCHA and CFTH or designated CFTH recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

*[SIGNATURES ON FOLLOWING PAGE]*



Signatures:

Coalition for the Homeless

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Harris County Housing Authority

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

