

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) has been created and entered into on 7/30/2021

between

Community Development Authority of the City of Madison (CDA)  
215 Martin Luther King, Jr. Blvd., Suite 161  
Madison, WI 53703

And

Dane County Housing Authority, (DCHA)  
6000 Gisholt Dr. #203,  
Monona, WI 53713

And

Homeless Services Consortium of Dane County, (HSC)  
P.O. Box 2627  
Madison, WI 53701

### **I. Introduction and Goals**

- a. CDA, DCHA, and HSC are committed to administering the Emergency Housing Vouchers (EHV) in accordance with all HUD guidelines and program requirements.
- b. CDA and DCHA are committed to full utilization and successful implementation of the EHV vouchers. CDA and DCHA strive to provide Madison and Dane County residents in need with a safety net, decent and safe affordable housing, and a connection to opportunities improving their quality of life using available funding sources in the most equitable and efficient manner.
- c. The HSC is committed to collaborating with CDA and DCHA and start referring EHV eligible applicants immediately to CDA and DCHA for voucher issuance in accordance with the HUD EHV program requirements. The Institute for Community Alliances (ICA) – Coordinated Entry manages the prioritization list for the HSC. Referrals to the list come from Coordinated Entry staff, shelter providers, street outreach workers and PSH/RRH staff for Move-on. The Lead HSC liaison or designee will provide names and information for CoC-approved applicants to CDA and DCHA.
- d. **Addenda:** Details regarding prioritization, use of waivers, and services fees will be outlined in addenda attached to this MOU, which may be updated from time to time upon the written approval of each party to this MOU or their designated staff, allowing flexibility for EHV stakeholders to revisit the content of each addenda as local conditions and resources change. Changes or updates to an addenda shall be dated, labeled, and documented in writing to create a clear history of all changes to said addenda. The addenda attached to this MOU at the time of signature are as follows:

**Addendum A: Prioritization (7/31/21)**  
**Addendum B: Use of Waivers (7/31/21)**  
**Addendum C: Service Fees (7/31/21)**

e. Identification of staff position at the CDA and HSC who will serve as the lead EHV liaisons.

- Lead CDA Liaison: Tom Conrad, Section 8 Housing Program Manager, CDA
- Lead DCHA Liaison: Carmen Nitz, Eligibility Specialist, DCHA
- Lead HSC Liaison: Torrie Kopp Mueller, Continuum of Care Coordinator, HSC

**II. Define the populations eligible for EHV assistance to be referred by HSC**

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the HSC or another partnering agency that makes direct referrals to the PHA. The HSC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

The following definitions always apply with respect to EHV eligibility, regardless of whether the PHA may have established another definition for any of these terms in its PHA administrative plan.

**a. Individuals and families who are homeless**

The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*Homeless* means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
  - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation



immediately before entering that institution.

- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

**b. Individuals or families who are at-risk of homelessness**

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*At risk of homelessness.* (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C.



11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90- day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  1. The length of the relationship;
  2. The type of relationship; and
  3. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

***Sex trafficking*** means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

***Labor trafficking*** means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**d. Individuals or families who are recently homeless**

This category is composed of individuals and families determined by the HSC or its designee to meet the following definition.

***Recently homeless*** is defined as individuals and families who have previously been classified by a member agency of the HSC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the HSC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the HSC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing. Individuals and families classified as recently homeless must be referred by the HSC or its designee.

**III. Services to be provided to eligible EHV families**

1. HSC referring case manager will support individuals and families in completing the CDA or DCHA application and assist in obtaining necessary documentation.
2. HSC partnering service providers and referring case managers will assist CDA and DCHA to ensure eligible individuals and families are receiving meeting notification. Providers will work with households to eliminate barriers to attending meetings.
3. CDA and DCHA will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering HSC service providers will provide housing search assistance for eligible individuals and families.
5. Partnering HSC service providers will provide counseling on compliance with rental lease requirements.
6. Partnering HSC service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.



7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

#### **IV. CDA Roles and Responsibilities**

1. Coordinate and consult with the HSC in developing the services and assistance to be offered under the EHV services fee.
2. Accept a sufficient amount of direct referrals for eligible individuals and families through the HSC Coordinated Entry System to meet the target voucher issuance of 69 Emergency Housing Vouchers.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. CDA will make available a list of prospective landlords and vacancy listing postings voucher holders at the briefing by the CDA.
6. HSC providers including, but not limited to, Permanent Supportive Housing (PSH), Transitional Housing (TH) and Rapid Rehousing (RRH) providers will provide housing search assistance to eligible families, introduction to landlords willing to rent to EHV eligible families and assist eligible families with landlord applications.
7. CDA will provide data to the HSC needed to complete the Housing Inventory Count. HSC shall maintain confidentiality of all such data according to all applicable privacy laws and HUD regulations governing such data. CDA will explore the possibility of entering data into the Homeless Management Information System (HMIS) as further guidance from HUD becomes available.
8. Designate a staff to serve as the lead EHV liaison.
9. Comply with the provisions of this MOU.

#### **V. DCHA Roles and Responsibilities**

1. Coordinate and consult with the HSC in developing the services and assistance to be offered under the EHV services fee.
2. Accept a sufficient amount of direct referrals for eligible individuals and families through the HSC Coordinated Entry System to meet the target voucher issuance of 45 Emergency Housing Vouchers.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.

5. DCHA would make available a list of prospective landlords and vacancy listing postings to voucher holders at the briefing by DCHA.
6. HSC providers including, but not limited to, The Road Home, Domestic Abuse Intervention Services and PSH, TH & RRH providers will provide housing search assistance to eligible families, introduction to landlords willing to rent to EHV eligible families and assist eligible families with landlord applications.
7. DCHA will provide data to the HSC needed to complete the Housing Inventory County. DCHA will explore the possibility of entering data into the Homeless Management Information System (HMIS) as further guidance from HUD becomes available.
8. Designate a staff to serve as the lead EHV liaison.
9. Comply with the provisions of this MOU.

#### **VI. HSC Roles and Responsibilities**

1. Designate and maintain a lead EHV liaison to communicate with the CDA and DCHA.
2. Refer eligible individuals and families to CDA and to DCHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the CDA and to DCHA (i.e. self-certifications, birth certificate, social security card, etc.).
4. Ensure all applicants complete the briefing process, including coordinating applicant attendance at the briefings and helping complete and return the briefing packets.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV households with children who are coming from homelessness into the program. (While EHV participants are not required to participate in services, the HSC should assure that services are available and accessible.) Referring providers will make referrals and assist in connections to requested services.
7. Provide training to CDA and DCHA staff on using Homeless Management Information System (HMIS).
8. Comply with the provisions of this MOU.

#### **VII. Third Party Entity Roles Responsibilities**

1. Third party entities that provide ongoing supportive services to households in the program will be expected to provide, at minimum, the services listed below:




- a. Assistance with understanding roles and responsibilities of tenants and landlords, including understanding of household's lease agreement
  - b. Understanding of rules for EHV program and who to contact at housing authority with questions, income changes, household changes, etc.
  - c. Referrals to services to meet the needs and goals identified by the household
  - d. Response to landlords who have concerns about an EHV participant's tenancy
  - e. Connection to neighborhood resources
2. No Third Party shall be engaged under this MOU without the express written consent of all parties to this MOU and only after signing appropriate agreements governing data sharing, confidentiality, and any HUD requirements that would apply to such third party services.

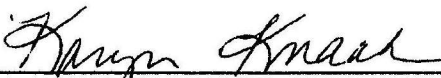
#### **VIII. Program Evaluation**

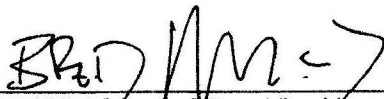
The CDA, DCHA, and HSC or designated HSC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

**IX. Privacy and Confidentiality.** Each party to this MOU shall maintain confidentiality and privacy of all information shared under this MOU as required by applicable privacy laws and HUD regulations. Individual data sharing agreements may be executed as deemed necessary between the PHAs and individual referring members of the HSC.

Signed by:

 <hr/> Larry Kilmer, Director of Housing Operations CDA of the City of Madison	7/30/2021 <hr/> Date
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 <hr/> Karyn Knaak, Executive Director Dane County Housing Authority	7/30/2021 <hr/> Date
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 <hr/> Brad Hinkfuss, CoC Board President Homeless Services Consortium of Dane County	7.30.2021 <hr/> Date
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## **Appendix A - Prioritization**

### **Targeting & Prioritization for Emergency Housing Vouchers**

#### **Community Development Authority, Dane County Housing Authority, Madison/Dane County Continuum of Care**

The entities above recognize the unique nature of the Emergency Housing Vouchers and the opportunities they bring to the homeless services system. The entities reserve the right to revisit the prioritization with stakeholders if resources for ongoing supportive services become available. The group may decide to prioritize a higher needs population. The below is based on resources currently available.

#### **Dane County Housing Authority (DCHA) – 45 vouchers**

- 15-20 will target households with children
  - Eligibility:
    - Currently experiencing homelessness and on the Coordinated Entry housing priority list AND/OR currently fleeing domestic violence with a child under the age of 5
    - Will prioritize those with the longest length of time homeless
  - Case management support provided by The Road Home (10-15 households) and Domestic Abuse Intervention Services (up to 5 households)
- 25-30 will be used for households with children for a move-on strategy from PSH, RRH, and TH (program must be identified on the 2021 Housing Inventory Count (HIC) excluding VASH, Fair Oaks, Tree Lane & Rethke as tenants in these projects have access to vouchers)
  - Order of priority
    - Participants in PSH programs that are closing
    - Participants in PSH programs
    - Participants in TH or RRH, where the head of household has a documented disability verified by receipt of SSI, form completed by professional licensed to diagnose, or written verification from case manager
  - Eligibility for PSH participants
    - Currently housed and in PSH program for at least 6 months
    - No rent owed to current landlord
    - No repeat lease violations in the past 3 months
  - Eligibility for TH or RRH participants
    - Currently housed and in RRH program for at least 3 months
    - No rent owed to current landlord
    - No repeat lease violations in the past 3 months
    - Head of household has a documented disability verified by receipt of SSI, form completed by professional licensed to diagnose, or written verification from case manager

#### **Community Development Authority (CDA) – 69 vouchers**

- All vouchers to be used for a move-on strategy for single adults in PSH and RRH (program must be identified on the 2021 Housing Inventory Count (HIC) excluding VASH, Fair Oaks, Tree Lane & Rethke as tenants in these projects have access to vouchers)
  - Order of priority
    - Participants in PSH single adult programs
    - Participants in TH or RRH single adult programs, where the head of household has a documented disability verified by receipt of SSI, form completed by professional licensed to diagnose, or written verification from case manager
    - Participants in TH or RRH single adult programs who do not have a disability



- Households with children who are in PSH
- Households with children who are in TH or RRH, where the head of household has a documented disability verified by receipt of SSI, form completed by professional licensed to diagnose, or written verification from a case manager
- Eligibility for PSH participants
  - Currently housed and in PHS program for at least 6 months
  - No rent owed to current landlord
  - No repeat lease violations in the past 3 months
- Eligibility for TH or RRH participants
  - Currently housed and in RRH program for at least 3 months
  - No rent owed to current landlord
  - No repeat lease violations in the past 3 months
  - Head of household has a documented disability verified by receipt of SSI, form completed by professional licensed to diagnose, or written verification from case manager (for 2<sup>nd</sup> priority population)

## **Appendix B - Waivers**

CDA and DCHA met on July 29<sup>th</sup> as a group to discuss the implementation of the EHV program and agreed upon an implementation strategy between our two housing authorities, which will be reflected in each PHA's HCV Administrative Plan, and COVID Waiver documents.



## Addendum C – Service Fees

### Service Fees for Emergency Housing Vouchers

#### Community Development Authority, Dane County Housing Authority, Madison/Dane County Continuum of Care

The Community Development Authority (CDA), Dane County Housing Authority (DCHA) and Madison/Dane County Continuum of Care (CoC) have discussed and agree to the below uses for service fees received through Emergency Housing Vouchers (EHV). Specific amounts and logistical details of processing payments will be discussed further and clarified. The entities reserve the right to revisit service fee uses as local conditions change or new resources come available.

The eligible uses for services fees as agreed upon by CDA, DCHA and the CoC are:

- **Application fees/non-refundable administrative or processing fees/refundable application deposit assistance.** The PHA may choose to assist the family with some or all these expenses.
- **Holding fees** are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.
- **Security deposit assistance.** The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.
- **Owner incentive and/or retention payments.** The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retentions payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.
- **Moving expenses (including move-in fees and deposits).** The PHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. The PHA will not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking.
- **Essential household items.** The PHA may use services fee funding to assist the family with some or all of the costs of acquiring essential household items such as tableware, cooking equipment, beds or bedding, and essential sanitary products such as soap and toiletries.
- **\*Renter's insurance if required by the lease.** The PHA may choose to assist the family with some or all this cost.