

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sonoma County Human Services Department

AND

Community Development Commission

Housing Assistance Response Team (HART)

Funding Amount: **\$129,859**

Funding Source: Cal OES Domestic Violence Housing First Program

Program Fiscal Year: 2018-2019 = \$51,944

Program Fiscal Year: 2019-2020 = \$77,915

HSD Agreement Number: ET-CDC-###-1819

Preamble

This Memorandum of Understanding (hereinafter "MOU"), dated as of February 1, 2019 (hereinafter "Effective Date"), is by and between the Sonoma County Human Services Department (hereinafter "Human Services"), and the Sonoma County Community Development Commission (hereinafter "CDC").

Whereas, Human Services clients experiencing domestic violence may face housing instability or homelessness; and

Whereas, Sonoma County has received funding from the California Office of Emergency Services (CalOES) to provide housing location assistance to victims of domestic violence; and

Whereas, CDC has the expertise in the delivery of services contemplated by this MOU; and

Whereas, both Human Services and CDC have a mutual goal of serving the citizens of Sonoma County,

Now, therefore, the parties agree as follows:

General Provisions

I. Purpose

Each party to this MOU shall perform the services and shall complete all obligations assigned to that party as described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A").

II. Term of Memorandum of Understanding

A. The term of this Memorandum of Understanding shall be from February 1, 2019 through December 31, 2019 unless terminated earlier in accordance with the provisions in II.B.

B. Either party to this Memorandum of Understanding may terminate the Memorandum of Understanding for convenience and without cause.

Termination shall be effected by giving the other party thirty (30) days advance written notice of the effective date of termination. In the event of a termination by Human Services, CDC shall be entitled to receive compensation for any services satisfactorily performed through the date of termination.

III. Payment

Human Services shall pay CDC an amount not to exceed Fifty-One Thousand Nine Hundred Forty-Four Dollars (\$51,944) in Fiscal Year 2018-2019 and Seventy-Seven Thousand Nine Hundred Fifteen Dollars (\$77,915) in Fiscal Year 2019-2020 per the Fiscal Provisions detailed in Exhibit A.

IV. Departmental Communication

All notices and reports shall be made in writing and addressed to:

Human Services: Human Services Department
Employment & Training Division
Michelle Bendyk
mbendyk@schsd.org

CDC: Community Development Commission
Martha Cheever
Martha.Cheever@sonoma-county.org

V. Confidentiality

- A. CDC agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. CDC shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").
- B. CDC agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

VI. Nondiscrimination

- A. CDC shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis.

All nondiscrimination rules or regulations required by law to be included in this Memorandum of Understanding are incorporated herein by this reference.

- B. CDC understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

VII. Record Retention/Access

- A. Records generated in the course of CDC interventions shall be made available to staff of Human Services according to Welfare and Institution Code 5329 and according to 42 CFR. Participant-specific information will only be released when a participant-signed consent form is on file. Records will be made available subject to a “need to know” basis.
- B. Upon request, copies of these records will be provided to Human Services.

VIII. Rights to Data

CDC agrees that Human Services and the State of California shall have an unconditional right to use in any manner all aggregate data, or reports produced out of the performance of this MOU.

IX. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

X. Merger

This writing is intended both as the final expression of the MOU between parties hereto, with respect to the terms, and as a complete and exclusive statement of the terms of the MOU. No amendment to this MOU shall be effective unless and until such amendment is evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as the Effective Date.

Human Services Department

Community Development Commission

By: _____
Karen Fies
Director

By: _____
Margaret Van Vliet
Executive Director

Date: _____

Date: _____

Reviewed for Content

By: _____
Katherine Greaves
Division Director
Employment & Training

Exhibit A: Scope of Work**A. Domestic Violence Housing First Program**

The Domestic Violence (DV) Housing First Program will address the housing needs of clients experiencing domestic violence being served in the Human Services Department's programs. The Housing Assistance Response Team (HART) will consist of a full-time Victim Advocate, a full-time Housing Locator, and a part-time Senior Office Assistant. The HART will liaise with Human Services' Adult Protective Services (APS), Child Protective Services (CPS) and SonomaWORKS staff and contracted Victim Advocate providers to specifically link DV clients to permanent housing coupled with case management and other supports. Emphasis will be given to safe alternative and creative arrangements that meet the needs and wishes of the client.

1. CDC Responsibilities

- a. CDC will provide a full-time Housing Locator to recruit and engage landlords to identify potential rental properties; negotiate financial arrangements to encourage landlords to rent to those receiving subsidies; provide financial incentives to landlords, including reimbursement for additional security deposits, paying last month's rent, assistance in bringing a unit up to habitability standards, and paying for tenant screening reports; provide intensive personalized location assistance; fill out applications and advocate on behalf of participant with potential landlord; arrange for shared or innovative housing arrangements for participants when appropriate; and complete initial inspections of rental units for habitability standards prior to move in.
 - i. Housing Locator will coordinate with Victim Advocate and with the referring Human Services staff from APS, CPS and SonomaWORKS to find appropriate housing and funding for participants.
 - a. Financial incentives and assistance will be funded by the referring HSD Division's Homeless Housing funding resources, as each program allows.
 - ii. Housing Locator will collaborate with Victim Advocate and Human Services staff to develop HART program, including the coordination of operational issues, program evaluation, and the development of performance measures and reporting tools.
 - iii. Housing Locator will split office time between the CDC and Employment and Training Division offices to allow for coordination and collaboration among the HART team. The position will be supervised by CDC staff.
 - iv. CDC must report data and outcomes using the Homless Management Information System (HMIS)
 - v. CDC will adhere to the HMIS requirements for timely data collection, data entry and data quality

- vi. CDC will provide participation and outcome data to HSD by the 15th day of the month following which services occurred or as discussed with HSD.
- vii. CDC will work with HSD to develop specific data reporting expectations and reporting requirements.

2. Human Services Responsibilities

- a. HSD will refer participants for Housing Location assistance.
- b. HSD will ensure that individuals referred have necessary supportive services and other supports to optimize success.
- c. Duration of housing support, including extensions and length of financial assistance, will be determined by HSD.
- d. Human Services will require participants to sign a release form to authorize the exchange of confidential information between Human Services, YWCA and CDC.
- e. Human Services will take the lead on program development.
- f. Human Services will organize and plan meetings between CDC, YWCA and Human Services staff as needed.

FISCAL PROVISIONS

1. Compensation

- a. As compensation for services contemplated by this MOU, CDC shall receive a maximum of \$129,859 for the services provided by one (1) FTE time-limited Housing Locator position.

2. Cost Claims

- a. CDC shall submit to Human Services quarterly cost reports for which reimbursement is sought.
- b. CDC shall not claim reimbursement under this MOU for expenditures reimbursed or financed by any other federal, state, or local government source. No supplantation of program financing by CDC is contemplated or allowed.