

### Family Treatment Court Steering Committee Washington State Administrative Office of the Courts







# Collaboration in Washington State Between Child Welfare Agency and Public Housing Authorities and Non-Profit Housing Organizations February 21, 2024

Washington State's Department of Children, Youth, and Families (DCYF) has created an innovative collaboration with the state's public housing authorities (PHAs) and nonprofit housers. Attached is a copy of their Memorandum of Understanding (MOU). This MOU arose from discussions convened by the Washington State Administrative Office of the Courts (AOC) with DCYF and its managers, case workers and attorneys, PHAs, dependency judges, family attorneys, service providers, advocates, and family members. It seeks to address in Washington State housing problems that afflict all of the nation's child welfare systems and the families and young people they serve:

- 30% of out-of-home placements of children arise or last longer than necessary because the family lacks adequate housing;
- 9% of young adults exiting Washington foster care become homeless within 3 months; after 12 months, 17% of them become homeless.

The collaboration has two main elements:

#### Housing

The PHAs and nonprofit housing organizations commit housing vouchers and apartments for the use by DCYF child welfare case workers when in their judgment, or the judgment of the dependency court, the housing would work for one of three (3) purposes:

- prevent the need for a child's out-of-home placement;
- shorten the need;
- house a teenager aging out of foster care or transitioning from juvenile rehabilitation who would other begin her independent adulthood by becoming homeless.

To date, the fourteen (14) signatory PHAs and one (1) nonprofit houser have committed 2,167 housing vouchers and apartments. This housing is worth \$33 million per year.

#### Supportive Services

DCYF commits to provide or arrange enhanced supportive services to these households to help them find housing, stabilize, and succeed as tenants. (e.g, housing search, cash for security deposits, negotiation with prospective landlords, financial counseling, case management.) For this purpose, the Washington State legislature has appropriated \$8.7 million for the 2023-2025 biennium.

#### Other elements of the MOU include:

- DCYF's effective and timely referrals of households and teens to the PHAs;
- communication and consultation among the signatories;
- evaluation, including the extent of placements averted and shortened, and the money saved for the state.

This Housing & Child Welfare collaboration will serve nine (9) purposes:

- (1) Avoid the harm of unnecessary family separation: It will avoid the damage to children and families resulting from unnecessary family separation.
- (2) Reserve scarce foster homes for unavoidable placements: The MOU's emphasis on prevention and reunification will reserve scarce foster homes for the most unavoidable placements.
- (3) Support DCYF's legal duty to make "reasonable efforts" and to comply with court orders. It will help DCYF fulfill its duty under federal and state law to make "reasonable efforts" to prevent the need for foster care, and comply with court orders to provide housing when the court finds that housing would prevent or shorten a child's need for an out-of-home placement.
- (4) Support young people aging out of foster care: It will house young people aging out of foster care or other types of state custody who would otherwise start their independent adulthood by experiencing homelessness.
- (5) Equip DCYF to fulfill the legislature's pledge in RCW 43.330.720 "that beginning January 1, 2021, any unaccompanied youth discharged from a publicly funded system of care in our state will be discharged into safe and stable housing, . . ."
- (6) Equip DCYF to use Family Unification Program (FUP) and Foster Youth for Independence (FYI) Housing Vouchers: Equip DCYF to effectively use federally funded FUP and FYI housing vouchers.
- (7) Save taxpayer's money: This proposal will save public money. Avoiding unnecessary foster care placements will result in a net savings. National Center for Housing & Child Welfare estimates that Washington State, after investing money in this MOU, would see a net savings of \$12 million per year.
- (8) Equip DCYF caseworkers and judges for their challenging jobs: It will provide additional tools for DCYF caseworkers, dependency judges, and court commissioners to perform what may be the hardest, and most important, jobs in state service.
- (9) Make Washington State more competitive to get more federal vouchers: This state-level MOU collaboration among the DCYF, housers, and local and regional partners is nationally innovative. This should make Washington State more competitive to get more Family Unification Program (FUP) vouchers and Foster Youth to Independence (FYI) vouchers from the U.S. Department of Housing & Urban Development (HUD).

#### Please direct questions to:

Kelly Warner-King, Manager, Family and Youth Justice Programs, AOC, kelly.warner-King@courts.wa.gov

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Ruth White, Executive Director, National Center for Housing & Child Welfare, rwhite@nchcw.org

## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

#### WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES (DCYF)

and

### PARTICIPATING PUBLIC HOUSING AUTHORITIES and other HOUSERS of WASHINGTON STATE

creating a

### CHILD WELFARE HOUSING SUPPORTIVE SERVICES and HOUSING COLLABORATION

January 9, 2024

This Memorandum of Understanding (MOU) is an agreement among the Washington State Department of Children, Youth, and Families (DCYF) and the public housing authorities and other housing organizations in Washington State whose signatures appear below (HOUSERS). Other partner/community organizations, including contracted and non-contracted providers of housing SUPPORTIVE SERVICES, will be invited to participate as signatories to Local Agreements between DCYF and each participating HOUSER as contemplated in Section 5 below.

DCYF and HOUSERS agree as follows:

#### 1. PURPOSE OF THIS MOU.

- 1.1 This MOU establishes a collaboration between DCYF and participating HOUSERS and DCYF-invited partners for the following purposes:
  - 1.1.1 HOUSERS will provide HOUSING ASSISTANCE when available to DCYF clients when housing is necessary to do one of the following:
    - (a) Prevent a child from being removed from their parent(s) or legal guardian and placed in out-of-home care.
    - (b) Support a child being reunified with their parent(s) or legal guardian when they are in out-of-home care and a remaining barrier to reunification is the lack of appropriate housing.



- (c) Support a young person to successfully make the transition from out-of-home care or juvenile rehabilitation.
- "HOUSING ASSISTANCE" in this MOU may take the form of housing units, housing vouchers, including Family Unification Program (FUP) vouchers and Foster Youth to Independence (FYI) vouchers, or other vouchers and/or forms of rental assistance.
- DCYF's purpose for entering this MOU with the HOUSERS is to support
  the creation of a system to connect DCYF youth and family clients who
  need housing support with flexible solutions that meet the needs of their
  household.
- DCYF has authority from the Washington State Legislature to provide housing support services to eligible youth and families, provided by 2023's SSB 5256 (Child Welfare Housing Assistance Program) and related budget provisos including those funding housing support services for youth exiting foster care and juvenile justice. Once an eligible family or young person has entered the state Child Welfare Housing Assistance Program (CWHP) or Foster Care Housing Supports Program (FCHP), the contracted housing SUPPORTIVE SERVICES (see ATTACHMENT B) provider, within funds appropriated and contracted for this service, will have authority to provide funds to address housing barriers that other programs do not address. This MOU is not intended to alter the definition of "Housing Assistance" in RCW 13.34.030(15) or DCYF's obligations under Chapter 13.34 RCW; nor is the MOU intended to limit DCYF's obligations to provide other non-housing services.
- 1.1.2 Consistent with the goals and requirements of the U.S. Department of Housing and Urban Development's Family Unification Program (FUP), which serves both youth and families, and beyond the eligibility of FUP to the extent that state-funded or other resources are available, DCYF in this MOU and Local Agreements will provide or secure a commitment for the provision of SUPPORTIVE SERVICES to eligible families and young adults receiving HOUSING ASSISTANCE. SUPPORTIVE SERVICES may be necessary for either or both of the following purposes:
  - (a) To help the assisted households obtain housing, including transitional or emergency housing.
  - (b) To help the assisted households to stabilize in housing, succeed as tenants, and maintain ongoing housing stability.
- 1.2 DCYF's obligation under this MOU to provide or secure a commitment for SUPPORTIVE SERVICES may require services on an intermittent basis as a family's or young adult's need for them appears and abates.



1.3 Nothing in this MOU will limit or enlarge the authority of the dependency court to direct service decisions, change dependency timelines, or to order DCYF to provide or pay for housing, PROVIDED THAT a dependency court may consider the HOUSING ASSISTANCE and SUPPORTIVE SERVICES AVAILABLE under this MOU when determining whether to order DCYF to provide housing assistance.

### 2. HOUSING ASSISTANCE: HOUSERS' RESPONSIBILITIES and DCYF's COMPANION RESPONSIBLITIES

- 2.1 Each participating HOUSER, at no expense to DCYF, shall commit to DCYF's use the amount of HOUSING ASSISTANCE set forth in ATTACHMENT A. This HOUSING ASSISTANCE will include all available Family Unification Program (FUP), and Foster Youth to Independence (FYI) vouchers, and any additional vouchers or units which a HOUSER chooses to make available to DCYF in their region, including but not limited to other Housing Choice Vouchers, Emergency Housing Vouchers, or locally funded vouchers or units. For purposes of this document, any of these VOUCHERS may be included when the word "VOUCHER" is used. Each Local Agreement pursuant to Section 5 below shall address the extent to which these additional resources shall be committed, and any processes needed to enable their use.
- 2.2 The availability of this HOUSING ASSISTANCE is contingent on DCYF's making adequate and timely referrals pursuant to this MOU and other Local Agreements with HOUSERS.
- 2.3 Each participating HOUSER will designate a child welfare system contact in the Local Agreement pursuant to Section 5, who will coordinate with the designated DCYF regional housing contact, contracted housing support service providers, and others related to this MOU.
- 2.4 The HOUSER will make HOUSING ASSISTANCE available in their local jurisdictions to families or young adults referred by DCYF for whom both of the following are true:
  - (a) They are eligible for the assistance under the eligibility criteria governing the HOUSING ASSISTANCE. HOUSERS are responsible for determining if a client referred by DCYF is eligible for the HOUSING ASSISTANCE. To the extent necessary as determined by the HOUSERS and described in each Local Agreement pursuant to Section 5 below, HOUSERS will provide training to relevant DCYF staff and contracted housing support services provider staff in each region about those eligibility rules, to support DCYF's ability to identify which clients to refer for HOUSING ASSISTANCE; and,
  - (b) DCYF determines that the HOUSING ASSISTANCE is necessary and would either:

- (i) Prevent a child being removed from their parent(s) or legal guardian and placed in out-of-home care; or,
- (ii) Support a child being reunified with their parent(s) or legal guardian when they are in out of home care and a remaining barrier to reunification is the lack of appropriate housing; or,
- (iii) Support a young person to successfully make the transition from out of home care or juvenile rehabilitation.
- 2.5 In addition to the referral sources listed in SSB 5256 under the state-funded CWHP, or FCHP, community-level providers may be required to receive and honor referrals from other local entities, such as coordinated entry, due to preexisting commitments. To the extent to which clients referred are DCYF clients, once there has been coordination to see whether CWHP or FCHP -funded assistance might be relevant to that client, nothing in this MOU restricts community-level providers from meeting requirements of other funders or programs.
- 2.6 The HOUSER may be limited in making HOUSING ASSISTANCE available if financial shortfalls or HUD direction prevent the issuance of a new voucher. HOUSERS will notify the DCYF designated housing contact during such periods.

#### 2.7 DCYF's Referrals for HOUSING ASSISTANCE

- 2.7.1 In each Local Agreement pursuant to Section 5 below, DCYF will designate a regional housing contact for each Region, to identify, refer, and certify the eligible families and young adults.
- 2.7.2 Each DCYF regional housing contact (included in the Local Agreement pursuant to Section 5 below), will coordinate with the designated housing contact at DCYF headquarters, and with HOUSERS, contracted housing SUPPORTIVE SERVICES providers, and others related to this MOU.
- 2.7.3 The designated DCYF regional housing contact will work with relevant DCYF staff to identify youth and families with housing needs regularly, on a schedule to be set in each Local Agreement pursuant to Section 5 below. Each designated DCYF regional housing contact will communicate with relevant DCYF staff about youth and families with housing needs, offer an opportunity to certify their eligibility for services, and refer them to the HOUSER. This regular communication will allow DCYF to make referrals as soon as housing resources become available.
- 2.7.4 A key goal of this MOU is to ensure that all the units of HOUSING ASSISTANCE committed under this MOU are continuously in use. To this end, the following provisions shall govern referrals, except to the extent that pre-existing and current FUP or FYI contracts between DCYF and a HOUSER direct otherwise:



- (a) Each HOUSER shall inform in writing DCYF's designated regional housing contact within five (5) working days that a unit of HOUSING ASSISTANCE is available for use under this MOU. In some cases, this may include an annual referral schedule published by the Public Housing Authority that projects the number of housing vouchers or units it anticipates being able to accept referrals for monthly.
- (b) Under each Local Agreement, if DCYF does not identify and refer to the HOUSER an eligible family or older youth who fits the criteria of section 2.4, within a maximum of 30 days as required by HUD of being informed of an available housing resource, then the HOUSER may, after providing written notice to DCYF and allowing five (5) business days for DCYF to respond, redirect the housing resource to another source of referral. Such redirection does not diminish the HOUSER's commitment of HOUSING ASSISTANCE set forth in ATTACHMENT A. Each local agreement shall specify the number of days for DCYF to make a referral, which may be shorter depending on local capacity, but not longer than 30 days. NOTE: DCYF will establish metrics to respond to HOUSERS within five (5) working days. While this is current practice in some regions, and will be a goal for all regions. DCYF's official commitment in this MOU is consistent with HUD's requirements, as DCYF works to achieve the goal of five (5) days in all regions.
- 2.7.5 To make a referral to the local HOUSER, the designated DCYF regional housing contact, or the designated DCYF headquarters housing contact on their behalf, shall provide the HOUSER with written certification that the referred youth or family meets the child welfare qualifications for the HOUSING ASSISTANCE under this MOU. If the HOUSING ASSISTANCE is a FUP or FYI voucher, DCYF shall certify that the family or young person is FUP/FYI-eligible in accordance with HUD's eligibility guidelines.
- 2.7.6 DCYF will work with the local Continuum of Care (CoC), and community organizations serving young adults to identify and provide outreach to eligible young adults who have aged-out of foster care, are no longer on an active DCYF caseload, and have signed a time-limited Release of Information authorization for the purposes of housing assistance. Such older youth can be included among those referred to the HOUSER.

#### 2.8 Housing Search, Mobility Assistance and Tenant Information.

The HOUSER, directly or with partner organizations, and with DCYF's cooperation through DCYF or contracted staff, will provide families and young adults referred for a tenant-based housing voucher the following assistance in locating housing units and as set forth in ATTACHMENT B to secure appropriate units:



- a list of likely landlords to consider.
- a current list of other organizations that can help families or young adults find units in low-poverty census tracts.
- information on the benefits of living in low-poverty areas (such as improved educational, health and economic outcomes).
- information on tenant rights and responsibilities.
- 2.9 When a family or a young adult is no longer using HOUSING ASSISTANCE committed under this MOU, the HOUSER shall reassign the HOUSING ASSISTANCE to another family or young adult whom DCYF shall refer as necessary to keep in use the amount of HOUSING ASSISTANCE designated in ATTACHMENT A, as that amount may later be amended.
- 2.10 HOUSING ASSISTANCE must be consistent with: (i) any mandatory federal or local HOUSER requirement of the housing resource governing the program, such as the public housing program or the Housing Choice Voucher (Section 8) program, FUP and FYI programs; and (ii) any additional requirement that the HOUSER and the local DCYF office may set forth in a Local Agreement pursuant to Section 5 below, such as the HOUSER's requirements concerning tenant and criminal history and household size.
- 2.11 In order to initiate the process of DCYF certification, each adult family member or young person over 18 will be given an opportunity to sign a time-limited release of information (ROI) authorizing DCYF to share information with the HOUSER and the contracted housing SUPPORTIVE SERVICES provider and to allow DCYF, the contracted housing SUPPORTIVE SERVICES provider, and the HOUSER to share information about the proposed household members as it relates to the overall coordination of the housing program and the client's ongoing housing stability.

The HOUSER shall consult with the designated DCYF regional housing contact and, as appropriate, assigned case worker before terminating the HOUSING ASSISTANCE for a family provided under this MOU.

- 2.12 HOUSERS may require families or young adults to pay rent at levels directed by the HOUSER's rules governing the HOUSING ASSISTANCE including those rules pursuant to a Local Agreement devised pursuant to Section 5 below.
- 3. SUPPORTIVE SERVICES: DCYF's RESPONSIBILITIES and HOUSERS'S COMPANION RESPONSIBILITIES.

Consistent with the goals and requirements of the Department of Housing and Urban Development's Family Unification Program (FUP), which serves both youth and families, and beyond the eligibility of FUP to the extent that state-funded or other resources are

available, DCYF will provide or secure a commitment for the provision of SUPPORTIVE SERVICES as set forth in ATTACHMENT B to eligible families and young adults receiving HOUSING ASSISTANCE as those SUPPORTIVE SERVICES may be necessary for either or both of the following purposes:

- (a) To help the assisted households obtain housing, including transitional or emergency housing.
- (b) To help the assisted households to stabilize in housing, succeed as tenants, and maintain ongoing housing stability.

In addition, the following provision shall govern the provision of these SUPPORTIVE SERVICES:

#### 3.1 DCYF Coordination of Contracted Housing SUPPORTIVE SERVICES.

Through contracts, DCYF shall make available housing SUPPORTIVE SERVICES to each participating family or young adult for a time specified in each Local Agreement, but not less than 12 months for FUP-eligible households and not less than 36 months for FYI-eligible young adults. These services shall include but are not limited to the following:

- 3.1.1 For every family or young adult receiving services pursuant to this MOU, DCYF's contracted housing SUPPORTIVE SERVICES provider shall assign a housing SUPPORTIVE SERVICES case manager.
- 3.1.2 DCYF's contracted housing SUPPORTIVE SERVICES provider, in collaboration with the family or young adult, shall develop and implement a HOUSING PLAN to address issues related to the safety of a child or young adult and to enhance the household's ability to find and maintain stable housing. As appropriate and as agreed by the family or young adult, the HOUSER may participate in the development of these plans. The HOUSING PLAN shall have at least the following elements:
  - (a) Identify the services from ATTACHMENT B to be offered to the household.
  - (b) Identify the source of these services.
  - (c) Provide a procedure that allows the landlord or HOUSER to alert a designated DCYF regional housing contact (and/or contracted housing SUPPORTIVE SERVICES provider staff person as specified in each Local Agreement) when housing-related problems arise so that the contracted housing SUPPORTIVE SERVICES provider manager can intervene.



- (d) Decision-making to adjust the HOUSING PLAN to account for changing needs and circumstances, including a determination to discontinue services. Engagement in non-court mandated services shall not be used as a condition of receiving HOUSING ASSISTANCE. Services may be discontinued upon a DCYF determination that they are no longer necessary for the safety of the child or young adult or for their ability to find and maintain stable housing. Such a discontinuation does not preclude a later DCYF determination to resume services if circumstances change.
- The HOUSING PLAN may be incorporated into any other plan between DCYF and the family or young adult receiving HOUSING ASSISTANCE under this MOU. Engaging in SUPPORTIVE SERVICES shall not be a condition of receiving HOUSING ASSISTANCE under this agreement when lease terms are being met.
- To the degree that a young person is eligible for housing support programs in addition to the HOUSING ASSISTANCE and SUPPORTIVE SERVICES made available under this MOU, this MOU does not intend to affect or diminish the ability of young people to take advantage of those services for as many months as eligible.

#### 3.2 HOUSERS's Companion Responsibility.

HOUSERS shall give timely notice to the contracted SUPPORTIVE SERVICES worker or assigned DCYF caseworker as described in each Local Agreement of any problems affecting the HOUSING ASSISTANCE.

For each family or young adult receiving HOUSING ASSISTANCE under this MOU, as long as a dependency case remains open, DCYF shall incorporate the HOUSING PLAN (and any subsequent changes) into the court report.

### 3.3 Conditional Limitation of Service Obligation to Availability of Funds; Phasing of Implementation.

DCYF's obligation under this section to provide or secure a commitment for SUPPORTIVE SERVICES shall be subject to the availability of funds. This limitation may require DCYF to phase in its implementation of this obligation. DCYF shall consult with representatives of the HOUSERS as it develops any phased-in implementation plan. PROVIDED THAT, such phasing shall not affect or diminish DCYF's duty under HUD rules and agreements with housing authorities to refer households and young adults for available FUP or FYI vouchers, or, under those rules and agreements, to provide or secure a commitment for SUPPORTIVE SERVICES to those households.

#### 4. ACCOUNTABILITY AND PROBLEM SOLVING.

The following persons, within their respective scope of authority, will monitor how the collaboration established by this MOU is working, resolve issues and problems, and help to ensure the collaboration's success.

4.1 The designated housing contact for each DCYF region and each HOUSER, in coordination with the designated DCYF headquarters housing contact DCYF shall designate a housing contact for each region. Each HOUSER shall designate a comparable child welfare contact. These liaisons shall have local responsibility for convening partners and creating and sustaining successful collaboration. They shall also be responsible for addressing local implementation issues and resolving disputes about a particular family or young adult.

#### 4.2 Regional Administrators

DCYF's Regional Administrators shall monitor implementation on a regional level and provide regional leadership for an effective collaboration among each of the signatory HOUSERS operating in the region. They shall be available to elevate and address systematic challenges.

#### 4.3 Leadership Consultation

The Secretary of DCYF or their designee, the President of the Association of Washington Housing Authorities (AWHA) or their designee, and representatives of other participating HOUSERS shall meet at least once a year. The purpose of doing so shall include review of the statewide collaboration and considering ways to improve or expand it.

#### 5. STATEWIDE UNIFORMITY AND LOCAL AGREEMENTS.

- **5.1** Participating HOUSERS, DCYF Headquarters, DCYF Regions, and local community service partners shall agree on further details of their collaboration and shall set forth these agreements in a Local Agreement.
- **5.2** Local agreements shall conform to the templates set forth in ATTACHMENT C (one for FUP, one for FYI).
  - No local agreement between a participating HOUSER and a DCYF regional office shall include any term that conflicts with the terms of this MOU.
- 5.3 The parties to this statewide MOU anticipate that their duties under this agreement will assist their fulfillment of their obligations under the Local Agreement. If there is any inconsistency between this MOU and a pre-existing FUP/FYI MOU, the FUP/FYI MOU shall govern and be revisited at the next agreed-upon opportunity for review. Any withdrawal of a FUP/FYI voucher from this statewide MOU shall not affect the application of the pre-existing FUP/FYI agreement governing that voucher.



#### 6. ADDING OR WITHDRAWING UNITS OF HOUSING ASSISTANCE OR HOUSERS.

# 6.1 Adding HOUSERS or Units of HOUSING ASSISTANCE With the written consent of the DCYF Contracts Office, additional HOUSERS may join this collaboration by signing this MOU and a HOUSER may increase its commitment of HOUSING ASSISTANCE.

6.2 Withdrawing HOUSERS or Units of HOUSING ASSISTANCE
Any HOUSER, consistent with their voucher authority provided by HUD, may withdraw all or some of its units of HOUSING ASSISTANCE from the collaboration by providing written notice to DCYF, provided that such withdrawal shall not terminate the HOUSING ASSISTANCE or SUPPORTIVE SERVICES already underway under this MOU to a specific family or young adult.

#### 7. EVALUATION.

- 7.1 Within funding specified for this purpose, the parties will seek to evaluate the effectiveness of the collaboration set forth in this MOU and to the degree possible facilitate data sharing agreements necessary to undertake such evaluations. Any evaluation will contribute to the existing knowledge on how best to serve low-income families and young adults involved with the child welfare system who are experiencing housing instability or homelessness. Results of any evaluation may help inform policy, program, and resource allocation decision-making at both the local and state level.
- 7.2 The parties seek to evaluate five primary outcomes: (1) improved prevention outcomes to safely allow families to remain intact; (2) improved or faster reunification of families through safe reduction in length of stay for children in out of home placement, and reduced placement re-entry for families involved with the child welfare system; (3) extent of successful transitions for older youths to independent and stable living; (4) potential cost and efficiency benefits through averted foster care costs; and (5) rates of successful tenancies and usages of HOUSING ASSISTANCE by assisted families and young adults.
- **7.3** Within current resources, the parties shall collaborate to devise a plan to conduct this evaluation.
- 7.4 The parties also mutually agree to cooperate with any program evaluation efforts undertaken by HUD, the U.S. Department of Health and Human Services (HHS), or a HUD or HHS-approved contractor, including compliance with HUD and HHS-approved evaluation protocols and data sharing requests with respect to FUP and FYI vouchers to the extent allowed by law.
- 8. RIGHTS OF FAMILIES, YOUNG ADULTS AND OTHER THIRD PARTIES.

#### Nothing in this MOU shall:

- Confer any rights on third parties such as families or young adults receiving HOUSING ASSISTANCE or SUPPORTIVE SERVICES, or organizations providing them.
- Create an entitlement to HOUSING ASSISTANCE or SUPPORTIVE SERVICES.
- Enlarge or diminish the due process and fair housing rights that families or young adult may have pursuant to the fair housing rights and rules governing the programs that may be the source of the SUPPORTIVE SERVICES and HOUSING ASSISTANCE they receive pursuant to this MOU.

### 9. COPY OF MOU TO DEPENDENCY COURTS AND OFFICE OF PUBLIC DEFENSE AND OTHER FAMILY ATTORNEYS.

The DCYF Adolescent Housing Program Manager shall provide a copy of this MOU to the superior court judge or court commissioners presiding over the dependency docket of each county and to the Office of Public Defense and offices of other attorneys representing households in dependency proceedings.

#### 10. SIGNATURES.

The parties may sign this document on multiple signature pages.

This MOU is executed by the persons signing below, who warrant that they have the authority to bind their party.

Bremerton Housing Authority	ng Authority Island County Housing Authority						
Authorized Signature Sill Stanton	Authorized Signature Maria Maguire						
Jill Stanton, Executive Director Printed Name	Maria Maguire, Executive Director Printed Name						
2/8/2024 Date	2/9/2024 Date						



King County Housing Authority	Housing Opportunities of SW Washington
Authorized Signature Robin Walls	Authorized Signature Junnifer Westerman
Robin Walls, President/CEO Printed Name	Jennifer Westerman, Executive Director Printed Name
2/12/2024 Date	2/12/2024 Date

Okanogan Housing Authority	Peninsula Housing Authority					
Authorized Signature Nancy Mash-Mender	Authorized Signature Sarah T. Martinez					
Nancy Nash-Mendez, Executive Director	Sarah Martinez, Executive Director					
Printed Name	Printed Name					
2/13/2024	2/8/2024					
Date	Date					

Seattle Housing Authority	<b>Snohomish County Housing Authority</b>
Authorized Signature Rod Brandon	Authorized Signature Duane Leonard
Rod Brandon, Executive Director	Duane Leonard, Executive Director
Printed Name	Printed Name
2/12/2024	2/12/2024
Date	Date

Spokane Housing Authority	Tacoma Housing Authority					
Authorized Signature	Authorized Signature April Black					
Pam Parr, executive Director Printed Name	April Black, Executive Director Printed Name					

Date



CHILDREN, YOUTH & FAMILIES

DCYF Contract Number: 2463-54416

2/9/2024

Date

Thurston County Housing Authority	Vancouver Housing Authority						
Authorized Signature Craig Chance	Authorized Signature andy Silver						
Craig Chance, Executive Director	Andy Silver, Executive Director						
Printed Name	Printed Name						
2/8/2024	2/8/2024						
Date	Date						

Yakima Housing Authority	YMCA of Greater Seattle
Authorized Signature Lowel Erweger	Authorized Signature
Lowel Krueger, Executive Director	Erwin Vidallon, CFO
Printed Name	Printed Name
2/8/2024	2/8/2024
Date	Date

Pasco/Franklin Housing Authority	Washington State Department of Children, Youth and Families						
Authorized Signature Matt Truman	Authorized Signature						
Printed Name	Ross Hunter, Secretary Printed Name						
2/13/2024 Date	2/13/2024 Date						



#### **Attachment A**

ATTACHMENT A: COMMITMENTS OF HOUSING RESOURCES to the HOUSING & CHILD WELFARE COLLABORATION between the WASHINGTON STATE DEPARTMENT of CHILDREN, YOUTH, and FAMILIES and PUBLIC HOUSING AUTHORITIES AND NONPROFIT HOUSING ORGANIZATIONS

	FUP Vouchers		FYI	FYI Additional Loca Funded Voucher		Hard Units		Total Vouchers/Units (2024)		
Public Housing Authorities and Other Housers	Families and Young Adults	Restricted to Young Adults	Vouchers for Young Adults	Families and Young Adults	Restricted to Young Adults	Families and Young Adults	Restricted to Young Adults	Families and Young Adults	Restricted to Young Adults	Total
Bremerton Housing Authority			25	20				20	25	45
Island County Housing Authority*				4	1			4	1	5
King County Housing Authority**	588		123					588	123	711
Longview Housing Authority			25						25	25
Okanogan Housing Authority			8						8	8
Pasco/Franklin Housing Authority	20							20		20
Peninsula Housing Authority	51					1		52		52
Seattle Housing Authority	275		146					275	146	421
Snohomish County Housing Authority	50		5					50	5	55
Spokane Housing Authority	150							150		150
Tacoma Housing Authority	115	20	75	30			58	145	153	298
Thurston County Housing Authority	68							68		68
Vancouver Housing Authority	126		3	20			30	146	33	179
Yakima Housing Authority			5	25				25	5	30
YMCA of Greater Seattle							100		100	100
TOTAL HOUSING RESOURCES	1,443	20	415	99	1	1	188	1,543	624	2,167
TOTAL MONETARY VALUE OF HOUSING RESOURCES COMMITTED (estimated at \$15,174 per year per voucher or apartment)										
Annual Value	\$32,882,058									
Biennium Value	\$65,764,116									
* Assistance for older youth only										
** FUP count includes 48 newly awarded vouchers that because	ome effective 6	1/2024								

#### Exhibit B

#### DCYF Commitment of SUPPORTIVE SERVICES

DCYF shall offer and provide or arrange the services listed below to families or young adult as //directed by the household's HOUSING PLAN contemplated in Section 3.1.2 of this Memorandum of Understanding. DCYF may provide these services directly, through a contractor or by referral to other available organizations in the community. It shall provide these services or these referrals at state expense, subject to governing law, availability of funds, and availability of services. Services governed by eligibility criteria are limited to those families or young adults who meet those criteria. Additionally, not all services are available in all parts of the state.

#### Service Available to be Provided or Arranged

- 1. Housing Search, Pre-Lease-Up Services, and Navigation Assistance:
  - a current list of landlords to try;
  - coaching in how to shop for housing, how to present favorably to prospective landlords, how to negotiate with them;
  - accompanying the client to meet with prospective landlords;
  - transportation necessary to shop for housing, tour neighborhoods, and view units;
  - information on the benefits of living in low-poverty areas (such as improved educational, health and economic outcomes) and referrals to landlords in those areas;
  - information on tenant rights and responsibilities;
  - landlord mediation;
  - at least one of the following activities: neighborhood tours, unit viewings, landlord introductions in low-poverty census tracts, or financial assistance to participants for moving costs.
- 2. Cash Assistance for Housing Access

Cash assistance to pay for housing related needs such as application fees, first and last month's rent, security deposits, utility deposits and hook-up fees, rent and utility arrears, moving expenses, and any other costs of accessing housing.

3. Communication to Prospective Landlord and Advocating for Client
Advocating with landlords on behalf of a client applying for housing. This will entail
communication to and meeting with prospective landlords and assuring them that DCYF will

support the family or young adult with services and that, should problems arise, the landlord may call the caseworker to intervene.

#### 4. Financial Counseling

budget counseling, credit counseling and credit repair

#### 5. For FUP families, the range of services that DCYF offers through contract includes:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
- Counseling on compliance with rental lease requirements and with HCV program
  participant requirements, including assistance/referrals for assistance on security
  deposits, utility hook-up fees, and utility deposits.
- Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible households to rent a unit with a FUP voucher.

DCYF will provide or secure a commitment for the provision of required supportive services, as described above for any eligible family for a minimum of 12 months.

### 6. For FUP/FYI Young People, the range of service that DCYF offers through contract includes:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services).
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
- Providing such assurances to owners of rental property as are reasonable and necessary to assist a FYI-eligible youth to rent a unit with a voucher.
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.).
- 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.

DCYF will provide (within the limitations of the federal Chafee program) or secure a commitment for the provision of required supportive services, as described above for any eligible young person for up to 36 months.



#### Exhibit C

### LOCAL AGREEMENT among

#### WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

INSERT NAME OF LOCAL DCYF OFFICE

and

### the LOCAL PUBLIC HOUSING AUTHORITY. other local HOUSERS and

#### **COMMUNITY SERVICE PARTNERS**

creating a

#### LOCAL CHILD WELFARE SERVICES and HOUSING COLLABORATION

This is an agreement among the Washington State Department of Children, Youth, and Families), through its (*INSERT LOCAL DCYF OFFICE*), the (*INSERT NAME OF LOCAL PHA OR HOUSER*) local public housing authority, other housers ("HOUSERS") and community service partners (SERVICE PARTNERS), whose signatures appear below. They agree as follows:

#### 1. PURPOSE

The purpose of this Local Agreement is help implement the Memorandum of Understanding (MOU) among DCYF and HOUSERS creating a child welfare services and housing collaboration. Section 5 of that MOU directs the parties to set forth local details of that collaboration in this Local Agreement. The MOU directs:

- Participating HOUSERS, the local DCYF office and local community service partners shall agree on further details of their collaboration and shall set forth these agreements in a Local Agreement.
- Local agreements shall conform to the template set forth in ATTACHMENT C.
- No local agreement between a participating HOUSER and a DCYF office shall include any terms that conflict with the terms of this MOU.

Accordingly, this Local Agreement incorporates the terms of the MOU. The term of the MOU shall govern in case of any conflict between the terms of the MOU and this Local Agreement.

#### LOCAL TERMS AND CONDITIONS OF HOUSING ASSISTANCE

[The local parties may use this section to set forth terms and conditions that the HOUSER may set on the HOUSING ASSISTANCE it shall provide. Moving-to-Work (MTW) public housing authorities, for example, may wish to use different rules to govern public housing units or vouchers. These local terms and conditions may include the following:

DCYF Contract Number: 2463-54416

- Term Limits: Term limits on the duration of the HOUSING ASSISTANCE may offer several advantages to the local collaboration. They give the assisted household a reason to focus on their own efforts to stabilize and be ready for the private rental market. Term limits would then allow the collaboration to recycle the assistance to help the next household.
- Conditions on the HOUSING ASSISTANCE: The local collaboration may wish to condition the HOUSING ASSISTANCE on the ability and willingness of the family to cooperate with the Individualized Safety and Service Plan (ISSP). Such conditions may be useful in prevailing on the household to do its part. Provisions of this sort must provide for a process by which the HOUSER determines compliance or the lack of compliance. The Family Team should be the primary forum for making these determinations.]
- **Tenant Selection Criteria:** This is the place to set forth the HOUSER's selection criteria, such as tenant or criminal history restrictions.

#### 2. LOCAL COMMUNITY SERVICE PARTNERS

The SERVICE PARTNERS will provide SUPPORTIVE SERVICES set forth in ATTACHMENT 1 to participating families referred by DCYF.

#### 3. LOCAL REFERRAL PROCESSES

[The local parties shall use this section to describe the details of how the LOCAL DCYF office will refer families and older youth to the LOCAL HOUSER for HOUSING ASSISTANCE. It should make use of the Housing Liaison that the MOU directs DCYF to designate in each office.]

Need to add language specifying time for making a referral based on local conditions

#### 4. LOCAL PROCESS FOR PROBLEM SOLVING

Section 4 of the MOU reads:

DCYF shall designate a Housing Liaison in each regional office. Each Houser shall designate a comparable Liaison person. These Liaisons shall have local responsibility for creating and sustaining a successful collaboration. They shall also be responsible for addressing local



implementation issues and resolving disputes about particular families or young adults.

[In this section, the parties shall describe the process they will use to resolve problems that may arise in their implementation of the MOU.]