

**MEMORANDUM OF UNDERSTANDING –  
EMERGENCY HOUSING VOUCHER PROGRAM**

**BETWEEN**

**HAWTHORNE HOUSING AGENCY  
4455 WEST 126<sup>th</sup> STREET  
HAWTHORNE CA, 90250**

**AND**

**LOS ANGELES CONTINUUM OF CARE  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
707 WILSHIRE BOULEVARD, 10TH FLOOR, LOS ANGELES, CA 90017**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Hawthorne Housing (“Hawthorne”) and the Los Angeles Homeless Services Authority (“LAHSA”) as the Collaborative Applicant for the Los Angeles Continuum of Care (“CoC”) and will commence on the date of the execution of the last signatory.

**I. Introduction and Goals:**

- a. On behalf of and as the lead agency of the CoC, LAHSA, and Hawthorne commit to administering the Emergency Housing Vouchers (“EHV”) Program (“Program”).
- b. The Program is authorized by the American Rescue Plan (“ARP”) Act of 2021 (Public Law No. 117-2), in accordance with applicable Housing Choice Voucher (“HCV”) program requirements, including the regulations of 24 CFR Part 982 and the EHV operating requirements as set forth in the May 5, 2021, PIH 2021-15 Notice found at <https://www.hud.gov/sites/dfiles/PIH/documents/PIH2021-15.pdf>, incorporated herein by reference.
- c. Hawthorne and LAHSA have shared goals and standards for success of the Program. The Program will be deemed successful if 67 or more EHV planned monthly referrals are processed beginning from July 1, 2021 through March 3, 2022.
- d. The names and staff positions at Hawthorne and LAHSA who will serve as the lead Program liaisons are as follows:

**Name and title of Hawthorne staff position:**

Kimberly Mack, Director of Housing

**Name and title of LAHSA (CoC) staff position:**

Amy Perkins, Special Projects Advisor

**II. Populations eligible for EHV assistance to be referred by CoC:**

The following lists the eligible populations for the EHV program:

<b>Eligible Households</b>
<i>Individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking or another eligible category as applicable.</i>
<i>Recently Homeless and for whom providing rental assistance will prevent the individual's or family's homelessness or having high risk of housing instability, including households requesting a VAWA Emergency Transfer.</i>
<i>Homeless</i>
<i>At risk of homelessness</i>

**Prioritization will be determined by the Coordinated Entry System.**

**III. Services Provided to Eligible EHV Households:**

- a. Security Deposits: Security deposit fees will be provided by LAHSA to the extent possible.
- b. Hawthorne, LAHSA, and/or a partnering service provider will further assist individuals and families in the Program by providing the following services:
  - i. LAHSA will assist individuals and families with the completion of rental applications and forms, obtain necessary supporting documentation for referrals and applications for assistance, and assist with addressing or mitigating barriers to leasing.
  - ii. Housing search assistance for eligible individuals and families.
  - iii. Partnering service providers will support Hawthorne to ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with Hawthorne.
  - iv. Hawthorne will establish timeframes for applicants to complete intake appointments for EHV assistance.
  - v. Hawthorne and partnering service providers will provide counseling on compliance with lease requirements.
  - vi. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

**IV. Hawthorne Roles and Responsibilities:**

- a. Hawthorne will coordinate and consult with LAHSA in developing the Program services and assistance to be offered under the EHV services fee.
- b. Hawthorne will accept direct referrals for eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking through the CoC Coordinated Entry System ("CES") implemented by LAHSA.
- c. Hawthorne will notify LAHSA if a referral has been rejected.
- d. Hawthorne will establish a unit with dedicated employees to ensure that the application, certification, voucher issuance, unit inspection, and lease up processes are completed in accordance with the Program operating requirements.

- e. Hawthorne must receive documentation provided by LAHSA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
- f. Hawthorne, with the support of partnering service providers, will ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with Hawthorne.
- g. Hawthorne will establish timeframes for applicants to complete intake appointments for EHV assistance.
- h. Hawthorne, along with partnering service providers, will provide counseling on compliance with lease requirements.
- i. Hawthorne will process 67 or more EHV planned monthly referrals from July 1, 2021 through March 3, 2022.
- j. Hawthorne will comply with the provisions of this MOU.

**V. LAHSA Roles and Responsibilities:**

- a. LAHSA will coordinate and consult with Hawthorne in developing the Program services and assistance to be offered under the EHV services fee.
- b. LAHSA will refer eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking, to Hawthorne via the CES.
- c. LAHSA must provide documentation to Hawthorne, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
- d. LAHSA will support eligible applicants in completing applications and obtaining the necessary supporting documentation (self-certifications, birth certificate, social security card, etc.) to be submitted to Hawthorne.
- e. Information regarding survivors of domestic violence, sexual assault and human trafficking will be maintained and/or shared in compliance with federal, state, and local law to ensure confidentiality.
- f. LAHSA will attend EHV applicant briefings when needed.
- g. LAHSA will assess all applicants, who are referred for EHV assistance, for mainstream benefits and supportive services available to support eligible applicants through their transition.
- h. LAHSA will identify and provide supportive services to EHV participants, as needed. However, participants are not required to participate in supportive services.
- i. LAHSA will send to Hawthorne 67 initial referrals and 10 EHV planned monthly referrals beginning from July 1, 2021 through March 3, 2022.
- j. LAHSA will comply with the provisions of this MOU.

**VI. Program Evaluation:**

- a. Hawthorne and LAHSA agree to cooperate with the U.S. Department of Housing and Urban Development (“HUD”), to provide any and all requested data to HUD or a HUD-approved contractor who has been delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or the HUD-approved contractor, including possible random assignment procedures. All named agencies will communicate on an on-going and as needed basis to ensure that HUD receives any requested information.

**VII. General MOU Provisions:**

VIII.

- a. *Counterparts and Electronic Signatures.* This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

I.

- b. *Hold harmless / Indemnity.* Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895. Pursuant to Government Code Section 895.4 and 895.6, LAHSA and Hawthorne shall fully indemnify and hold harmless the other Party or any of their respective officers, agents or employees, from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such Party arising out of or related to any work, authority or jurisdiction delegated to the Party under this MOU and/or any sub-agreements pursuant thereto. By law for injury caused by any negligent or wrongful act or omission occurring during the performance of this Agreement and any sub-agreements entered into pursuant thereto. LAHSA and Hawthorne indemnify and hold harmless one another for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2. The parties' covenants and obligations contained herein shall survive the expiration or termination of this Agreement.

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- c. *Insurance.* The Parties represent that they maintain sufficient insurance coverages through self-insurance and third-party coverage to meet their respective indemnity and hold harmless obligations as set forth under this agreement.

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- d. *Confidentiality and Data Security.* The Parties acknowledge that all Personally Identifiable Information will be held confidential in accordance with the Federal Privacy Act of 1974, and all applicable Federal and state laws.

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- e. *Modification and Termination.* This MOU may be modified by the mutual consent of the Parties by the issuance of a written amendment, signed and dated by the Parties. The MOU may be terminated for any reason by either party upon sixty (60) days written notice. Notwithstanding early termination, the term of this MOU shall end on September 30, 2023, unless extended by mutual agreement of the Parties.

## SIGNATURES

**IN WITNESS WHEREOF**, the Hawthorne and LAHSA have caused this MOU to be executed by their duly authorized representatives.

### FOR: HAWTHORNE HOUSING AGENCY

By: \_\_\_\_\_  
Print Name: **Kimberly Mack**  
Title: **Director of Housing**

Executed on this: \_

### FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: \_\_\_\_\_  
Print Name: **Heidi Marston**  
Title: **Executive Director**

Executed on this: \_

**APPROVED AS TO FORM FOR Hawthorne:**  
\_\_\_\_\_, Counsel

By: \_\_\_\_\_  
Print Name: **Robert Kim**  
Title: **Interim City Attorney**

Executed on this: \_