MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF HUMBOLDT AND

HOUSING AUTHORITY OF THE COUNTY OF HUMBOLDT FOR FISCAL YEARS 2020-2021 THROUGH 2025-2026

This Memorandum of Understanding ("MOU"), entered into this _____ day of _____ 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Housing Authority of the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "PHA," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services, and PHA desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the referral of eligible individuals to the Mainstream Voucher Program.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereby agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

- A. <u>Implementation of the Mainstream Voucher Program</u>. PHA shall ensure that the Mainstream Voucher Program is implemented in a manner that is designed to accommodate referrals of eligible individuals made by COUNTY pursuant to the terms and conditions of this MOU by doing all of the following:
 - 1. Establishing a preference for individuals that are referred to the Mainstream Voucher Program by COUNTY pursuant to the terms and conditions of this MOU.
 - 2. Providing adequate staffing and other resources to ensure that the application screening, briefing and voucher issuance processes are completed in a timely manner.
 - 3. Providing adequate staffing and other resources to ensure that inspections of units are completed in a timely manner.
 - 4. Maintaining releases of information for each participant in the Mainstream Voucher Program to ensure open communication between PHA and COUNTY.
 - 5. Designating a staff person to meet with COUNTY's representative in person, or by phone, as needed to exchange status updates.
 - 6. Notifying COUNTY when a participant's housing is at risk due to noncompliance with the requirements of the Mainstream Voucher Program.
- B. <u>Referrals to the Mainstream Voucher Program</u>. COUNTY shall ensure that eligible individuals are referred to the Mainstream Voucher Program in a manner that is designed to allow for the effective operation thereof by doing all of the following:
 - 1. Designating a single point of contact for communication with PHA regarding individuals referred to the Mainstream Voucher Program pursuant to the terms and conditions of this MOU.

- 2. Identifying eligible households for the Mainstream Voucher Program using the Mainstream Voucher Referral Checklist and Eligibility Criteria, which is attached hereto as Exhibit A Mainstream Voucher Referral Checklist and Eligibility Criteria and incorporated herein by reference as if set forth in full.
- 3. Assisting applicants with applications, paperwork and verifications, and ensuring that such documentation is complete prior to referral submission.
- 4. Educating applicants regarding the transition from a permanent supportive housing or rapid rehousing assistance program to the Mainstream Voucher Program.
- 5. Providing applicants with reasonable accommodations regarding the Mainstream Voucher Program application process, as appropriate.
- 6. Providing participant briefings when needed.
- 7. Providing housing search assistance services to ensure that participants lease housing prior to the expiration of their voucher. Housing search assistance services may include, without limitation, all of the following:
 - a. Educating participants and landlords about the Mainstream Voucher Program.
 - b. Visiting prospective rental units with participants.
 - c. Counseling participants in communicating effectively with landlords.
 - d. Assisting participants with completing rental applications.
 - e. Assisting participants with credit check fees and security deposits, as appropriate.
 - g. Assisting participants with understanding the terms of the lease.
 - f. Providing foreign language translation and interpretation services, as appropriate.
 - h. Allowing participants to freely exercise their preferences in selecting neighborhoods and buildings in which they want to live.

2. TERM:

This MOU shall begin on April 1, 2021 and shall remain in full force and effect until March 31, 2026, unless sooner terminated as provided herein.

3. TERMINATION:

- A. <u>Termination for Cause</u>. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Health and Human Services

Attention: Connie Beck, Director

507 F Street

Eureka, California 95501

PHA: Housing Authority of the County of Humboldt

Attention: Cheryl Churchill, Executive Director

735 West Everding Street Eureka, California 95503

5. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. RECORD RETENTION AND INSPECTION:

- A. <u>Maintenance and Preservation of Records</u>. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. <u>Inspection of Records</u>. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs associated with the administration of this MOU.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

7. CONFIDENTIAL INFORMATION:

- <u>Disclosure of Confidential Information</u>. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures - Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. <u>Continuing Compliance with Confidentiality Requirements</u>. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

8. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political

affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

9. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, PHA certifies that it is not a Nuclear Weapons Contractor, in that PHA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. PHA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if PHA subsequently becomes a Nuclear Weapons Contractor.

10. <u>INDEMNIFICATION</u>:

- A. <u>Mutual Indemnity</u>. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. <u>Comparative Liability</u>. Notwithstanding anything to the contrary, in the event both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability. In such cases, each party will bear their own costs and attorney's fees.
- C. <u>Effect of Insurance</u>. Acceptance of the insurance required hereunder shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

11. INSURANCE REQUIREMENTS:

A. <u>General Insurance Requirements</u>. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all

appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

B. <u>Insurance Notices</u>. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

PHA: Housing Authority of the County of Humboldt

Attention: Cheryl Churchill, Executive Director

735 West Everding Street Eureka, California 95503

12. <u>RELATIONSHIP OF PARTIES</u>:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

13. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. <u>Licensure Requirements</u>. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. <u>Accessibility Requirements</u>. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. <u>Conflict of Interest Requirements</u>. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

14. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision

is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

15. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

16. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

17. <u>SEVERABILITY</u>:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

22. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

23. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances.

Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

25. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

26. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 6 – Record Retention and Inspection, Section 7 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this MOU.

27. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

28. <u>INTERPRETATION</u>:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

32. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

33. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

HOUSING AUTHORITY OF THE COUNTY OF HUMBOLDT:

By: Cheyl Chill	Date: $\frac{4/30/2021}{}$
Name: Cheryl Churchill	
Title: <u>Executive Director</u>	
COUNTY OF HUMBOLDT:	
By: Connie Beck, DHHS Director (Pursuant to the authority delegated by the Humboldt County Board of Supervisors on, 2021 [Item])	Date:
INSURANCE AND INDEMNIFICATION REQUIRE	REMENTS APPROVED:
By: Kelly Barns Risk Management	Date:04/30/2021

LIST OF EXHIBITS:

Exhibit A – Mainstream Voucher Referral Checklist and Eligibility Criteria

EXHIBIT A

MAINSTREAM VOUCHER REFERRAL CHECKLIST AND ELIGIBILITY CRITERIA

Housing Authority of the County of Humboldt For Fiscal Years 2020-2021 through 2025-2026

Contacts for Program Referrals & Operations

County o	of Humboldt Housing Authority
Name	Jennifer Boone
Title	Housing Advocate
Phone	707-443-4583
Email	jboone@eurekahumboldtha.org

Partner A	gency Name
Name	Raul Torres
Title	Senior Program Manager, HOME Program
Phone	707-268-2794
Email	RTorres@co.humboldt.ca.us



HOUSING AUTHORITIES CITY OF EUREKA & COUNTY OF HUMBOLDT



735 WEST EVERDING STREET, EUREKA CA 95503 PHONE: (707) 443-4583 FAX: (707) 443-4762 TTY: (800) 651-5111 WWW. EUREKAHUMBOLDTHA.ORG

MAINSTREAM VOUCHER REFERRAL CHECKLIST

	tems required for eligibility
	Client/household meets criteria specific to a Mainstream voucher: has at least one disabled, non-elderly (aged between 18-61) household member. See eligibility checklist on back.
	Client is currently on the HCV waiting list with the Housing Authority. Application date:
	Client has been participating in a Permanent Supportive Housing (PSH) or Rapid Rehousing (RRH) program with a Continuum of Care participating agency. Agency name/program:
	Client has been housed for at least one year without written warnings or notices of lease violations.
	Note that final voucher award is subject to completion of paperwork, including income verification, background check, and other general requirements of HUD's Housing Choice Voucher program.
2.	Transition of Assistance
2.	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance. If client is planning to remain in their current unit, the landlord understands Housing Quality Standards requirements and is willing to enter into a Housing Assistance Payment
	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance.
	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance. If client is planning to remain in their current unit, the landlord understands Housing Quality Standards requirements and is willing to enter into a Housing Assistance Payment
Vou	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance. If client is planning to remain in their current unit, the landlord understands Housing Quality Standards requirements and is willing to enter into a Housing Assistance Payment contract with the Housing Authority.
U Vou	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance. If client is planning to remain in their current unit, the landlord understands Housing Quality Standards requirements and is willing to enter into a Housing Assistance Payment contract with the Housing Authority.
UVou Refe	Client has met with a caseworker from the referring agency and understands that they are being referred to the Housing Authority for voucher assistance. If client is planning to remain in their current unit, the landlord understands Housing Quality Standards requirements and is willing to enter into a Housing Assistance Payment contract with the Housing Authority.



HOUSING AUTHORITIES CITY OF EUREKA & COUNTY OF HUMBOLDT

DAIS NO SERVICE SERVIC

735 WEST EVERDING STREET, EUREKA CA 95503
PHONE: (707) 443-4583 FAX: (707) 443-4762 TTY: (800) 651-5111
WWW. EUREKAHUMBOLDTHA.ORG

Attachment 1 to CHHA HCVP Administrative Plan: Mainstream Housing Choice Voucher Program PART II ELIGIBILITY

II-A. ELIGIBLE FAMILY & DISABILITY (24 CFR §982), (Notice PIH 2020-01), (HUD, Mainstream Program Implementation FAQs 3.22.2019)

The eligible population for vouchers awarded under the Mainstream Program are families that include a non-elderly person (under age 62) with disabilities.

CHHA Policy

CHHA has been approved for one (1) of the newly available mainstream preferences, limited to 50 total active vouchers (approved by CHHA board of commissioners 1/11/2021): currently a client in a permanent supportive housing/rapid rehousing project. CHHA will use the following definitions when discussing Mainstream Voucher Program eligibility (see following section for preferences being added for the Mainstream Program):

- Eligible Family: A family composed of one or more non-elderly persons with disabilities, which
 may include additional members who are not non-elderly persons with disabilities.
- 2. Disability: CHHA will use the definition of disability which is used in the Housing Choice Voucher Program (42 U.S. Code §423) for Mainstream eligibility.
- 3. A Mainstream eligible non-elderly disabled family is:
 - a. A person 18 years of age or older and less than 62 years of age, and who has a disability and is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration and:
 - i. Substantially impedes his or her ability to live independently, and:
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions or;
 - iii. Has a development disability as defined in 42 U.S.C. 6001.
- 4. Persons who are currently a client in Permanent Supportive Housing & Rapid Rehousing Projects/programs:
 - Permanent Supportive Housing (PSH) is built on the premise that housing and services need to be connected in order to ensure the stability of housing for those experiencing homeless. Permanent Supportive Housing Programs assist individuals and families experiencing homelessness by providing services needed to obtain greater self-sufficiency thus helping individuals and families move into permanent housing, with the goal of long-term stability (McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a), Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009).
 - Rapid Re-Housing programs rapidly connect families and individuals experiencing
 homelessness to permanent housing through a tailored package of assistance that may
 include the use of time-limited financial assistance and targeted supportive services.
 Rapid rehousing programs help families and individuals living on the streets or in
 emergency shelters solve the practical and immediate challenges to obtaining
 permanent housing while reducing the amount of time they experience homelessness,
 avoiding a near-term return to homelessness, and linking to community resources that
 enable them to achieve housing stability in the long-term (Continuum of Care (CoC)
 Program interim Rule Federal Register April 1, 2017).



The Housing Authorities are Equal Housing Opportunity Organizations

