

MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
and
DEPARTMENT OF CHILDREN AND FAMILIES

I. PURPOSE

The Department of Housing and Community Development (DHCD) and the Department of Children and Families (DCF) enter into this Memorandum of Understanding for the purpose of better coordinating the services each provide to homeless families of the Commonwealth of Massachusetts. By working together in a seamless fashion, DHCD and DCF strive to more effectively and efficiently address the needs of homeless families. This Memorandum will address the responsibilities of DHCD and DCF in regard to the potential reunification of families by DCF into DHCD Emergency Assistance (EA) shelters and/or reunification plans for families already in DHCD shelters who temporarily lose custody of their children with a plan of reunification.

DHCD is the Massachusetts agency which provides professional assistance and financial resources to promote safe and decent affordable housing opportunities, including temporary shelter as necessary to alleviate homelessness when such family has no feasible alternative housing available. The Department of Children and Families is the Massachusetts child welfare agency whose responsibility includes assisting, strengthening and encouraging families in caring for and protecting their children.

II. REUNIFICATION AND PLACEMEMNT PROTOCOL

1. In circumstances where DCF determines that a family is ready to reunify and a lack of housing is the only remaining barrier to reunification, after receiving a release of information allowing for the sharing of information, the DCF Director of Area (DOA) or designee shall contact the DCF Housing Stabilization Supervisor. Said DOA will provide a signed certification to the DCF Housing Stabilization Supervisor. The certification will read as follows:
 - i. I, [name of DOA], am verifying that, as of this date , X family is ready to reunify and that DCF is proceeding to reunify [name of child/children] to [name of parent/s], because the family has sufficiently complied with all service plan tasks and goals and a lack of housing is the only remaining barrier to reunification. The DCF social worker will work with DHCD to coordinate reunification plans and shelter placement, in addition to ensuring the family has been connected to community supports/services. Should anything occur prior to the EA shelter placement to alter this family's readiness status, the DCF social worker will notify DHCD immediately.

2. On receipt of the above certification, the DCF Housing Stabilization Supervisor and the DCF DOA will discuss any concerns or issues regarding the potential EA placement (e.g., location of available shelter placements, availability of services).
3. The DCF Housing Stabilization Supervisor will then provide the above certification to the DHCD Homeless Coordinator designee. Unless an alternate agreement is reached between the two agencies, DCF staff will not refer parents to DHCD local offices to apply for immediate EA shelter placement in circumstances involving reunification until the above certification has been provided to the DHCD Homeless Coordinator or his/her designee.
4. 4 After provision of the certification, the parent will be referred to the local office to complete an EA eligibility application. In making the determination for eligibility for Emergency Assistance, the DHCD local office designee shall treat the family as having been already reunified, and the child as living within the EA household pursuant to 760CMR 67.02 (1)(a)(1).
5. Any placements made by DHCD under this protocol will occur in an EA family shelter, unless there is none available. If the family needs to be placed in a motel/hotel due to lack of family shelter availability, DHCD will prioritize placement of the family when an EA family shelter becomes available, however, nothing in this paragraph shall be construed to supersede federal and state legal requirements for priority placement of other families into the available EA family shelter unit. Once a shelter placement has been determined, the DHCD Homeless Coordinator will notify both the parent(s) and the DCF Housing Stabilization Supervisor.
6. If a placement is made consistent with this protocol, a DCF case worker will maintain contact with the family and the designated DHCD staff person, regardless of the geographic location of the shelter, and provide ongoing services to the family while the family is in EA shelter and the DCF case is open. In addition, DCF and DHCD will also determine a joint plan with the family while they are in shelter which will include regular contacts between the two agencies and be incorporated into the family's DHCD's re-housing plan.
7. This reunification protocol supersedes the one described in the Memorandum of Understanding between the parties dated August 17, 1994.
8. DCF and DHCD agree to comply with applicable provisions of Federal and Massachusetts law governing any and all matters related to the subject of this Agreement and, in addition, agree to keep informed and in compliance with all future Federal and Massachusetts laws, the provisions of which may affect this Agreement.
9. This MOU constitutes the entire understanding between the parties with respect to the subject matter covered by this MOU and shall not be deemed to be added to or modified unless first agreed in writing and signed by the parties.
10. This MOU, its validity, construction and effect shall be governed by the laws of the Commonwealth of Massachusetts.

III. DURATION

This MOU shall be effective upon its execution by the parties and shall remain in effect until:

- a. the parties mutually agree to terminate it;
- b. until it is superseded by a successor memorandum or agreement; or
- c. upon termination by either party as set forth under the conditions below.

This MOU is subject to termination by either party at any time by providing written notice to the other party at least thirty (30) calendar days prior to such termination. Notice must be in writing and delivered to the person identified in this MOU by the respective agency. Neither this MOU nor any rights hereunder shall be assignable by the parties. Any attempt at assignment shall be null and void.

IV MODIFICATION

This MOU may be modified from time to time upon mutual agreement and execution of any such amendment or modification by the signatory authorities (or specified designee).

The parties specifically agree that failure of either party to insist upon compliance with any provision contained herein at any time shall not waive the requirement for performance of such provision at any other time.

No waiver by either party of any default or breach hereunder by the other party shall constitute a waiver of any subsequent default or breach.

IN WITNESS THEREOF, DHCD and DCF hereby execute this Memorandum of Understanding.

Department of Housing and
Community Development

By Aaron Gornstein
Aaron Gornstein, Undersecretary

Date: 1/2/15

Specified Designee for DHCD:

Rose Evans
Associate Director

Department of Children
and Families

By Erin Deveney
Erin Deveney, Interim Commissioner

Date: 1/2/15

Specified Designee for DCF:

Fran Carbone
Assistant Commissioner for Planning and Program
Development