

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**the Department of Health and Human Services**  
**Office of Refugee Resettlement**  
**and**  
**the Department of Housing and Urban Development**  
**Office of Field Policy and Management**

**I. Purpose**

The Office of Refugee Resettlement (ORR) of the U.S. Department of Health and Human Services (HHS) and the Office of Field Policy and Management (FPM) of the U.S. Department of Housing and Urban Development (HUD) share the common goal of equitable access to affordable housing for all, including refugees and other ORR-served populations. For this reason, ORR and HUD-FPM (individually, “the Participant”; collectively, “the Participants”) enter into this Memorandum of Understanding (“MOU”) to facilitate equitable access to HUD-assisted resources for ORR-served populations through partnership, outreach, education and technical assistance. The purpose of this MOU is to set forth the related understandings and intentions of the Participants. The Participants are entering into this MOU while maintaining their own separate and unique missions and mandates.

**II. Authorities**

HHS enters into this MOU pursuant to its authorities under sections 412(a)(2) (8 U.S.C. 1522(a)(2)) and 412(c) (8 U.S.C. 1522(c)) of the Immigration and Nationality Act. Section 412(a)(2) directs the Director of ORR, in consultation with representatives from voluntary agencies and state and local governments, to develop policies and strategies for the resettlement of refugees in the United States, including policies and strategies for taking into account affordable housing in the areas where refugees are resettled. Section 412(c) authorizes the Director to provide states and replacement designees (entities other than the state government that administer all or part of the ORR funded Refugee Resettlement Program within a state) support services funding. As part of this funding, states and replacement designees provide case management, which can include information and referrals on housing.

HUD enters into this MOU pursuant to its authority under section 3 (42 U.S.C. 3533(b)) of the Department of Housing and Urban Development Act of 1965 and Section 228 (42 U.S.C. 3545a) of the Consolidated Appropriations Act of 2010. Section 3(b) directs the Secretary to “exercise leadership... in coordinating Federal activities affecting housing and urban development.” Section 228 directs the Secretary to “notify the public through the Federal Register and other means, as determined appropriate, of the issuance of a notice of the availability of assistance or notice of funding availability.

**III. Participant Responsibilities**

This MOU delineates the Participants’ planned actions in pursuit of their common goal, while remaining within the bounds of each organization’s respective vision, mission, and program focus.

ORR, subject to the availability of funds and to the best of its ability intends to:

1. In partnership with HUD, develop a summary of known affordable housing challenges, gaps, barriers and resources, highlighting innovative practices from specific localities with respect to ORR-served populations.
2. Conduct outreach to HUD at the state and local level through ORR regional outreach activities.
3. Include HUD in national-level interagency initiatives focused on housing.
4. Allow and encourage ORR staff to attend national and regional housing conferences.
5. Allow and encourage ORR staff to join stakeholder collaborations, such as but not limited to local Continuums of Care (CoC), as a Collaborative Applicant to assist with strategic initiatives that may benefit ORR-served populations.
6. Facilitate information sharing and technical assistance to HUD staff and HUD contracted providers (including but not limited to local housing authorities, subsidized housing providers, and HUD-assisted property owners) on topics such as refugee populations, ORR programs and services, immigration documentation, and cultural competency.
7. Use ORR's technical assistance provider to amplify stories of successful partnerships and promising practices.

HUD-FPM, subject to the availability of funds and to the best of its ability, intends to:

1. Amend resources created during Operation Allies Welcome to be inclusive of all ORR-eligible populations, as appropriate.
2. Include ORR in national-level interagency initiatives as applicable.
3. In future funding opportunities, ensure that ORR-eligible populations receive timely notice of eligibility as part of existing HUD special needs populations, as applicable.
4. In future funding opportunities, such as but not limited to those offered by the Fair Housing Initiatives Program (FHIP), HUD intends to proactively share with ORR-eligible populations that are eligible.
5. Provide guidance to CoCs and homeless providers that ORR clients are eligible for HUD services.
6. Direct Field Office Directors to engage in outreach with their respective State Refugee Coordinator (SRC) offices and ORR Regional Representatives, which may lead to facilitating connections between local housing stakeholders and SRCs and Local Resettlement Agencies (LRAs).
7. Connect ORR with requested HUD program offices, such as but not limited to HUD's Office of Housing Counseling (OHC), HUD's Office of Fair Housing and Equal Opportunity (FHEO), HUD's Office of Public and Indian Housing with ORR grantees and providers to ensure that LRAs are aware of HUD services in their region. These connections may result in the following trainings and technical assistance:
  - a. Fair Housing regulations and resources,
  - b. How to complete applications for Section 8 and other public housing programs (targeted, local trainings), and
  - c. Navigating HUD.gov and other online HUD resources.
  - d. As applicable, provide presentations to SRCs and LRAs on available funding and grant opportunities.
8. Amplify stories of successful partnerships and promising practices to HUD staff, grantees, other stakeholders and the public.

Each party to the MOU will bear its own expenses in connection with the preparation, negotiation, and execution of the MOU, and neither party shall be liable to the other party for such expenses.

#### **IV. Dispute Resolution**

In the event of a disagreement under this MOU, the Participants intend to negotiate to resolve the disagreement in good faith.

#### **V. Publicity**

The Participants will coordinate appropriate publicity in support of the partnership and related activities. Any public communications and/or press releases referencing the partnership must be approved in writing by both Participants before publication. The Participants may develop mutually agreed upon standards for publicity to enable their shared goals.

#### **VI. Designated Points of Contact**

The primary points of contact and liaison for each Participant to this MOU are as follows:

U.S. Department of Health and Human Services Office of Refugee Resettlement:  
National Strategic Outreach Lead, Interagency and Outreach Response and Director, Division of Refugee Assistance

U.S. Department of Housing and Urban Development: Jill S. Yu, Director of Office of Strategic Initiatives, Office of Field Policy and Management

#### **VII. Effective Date, Duration, Modification, and Termination**

This MOU is effective from the date of execution by both Participants until (a) completion of the goals described above, (b) termination of the MOU by one or both Participants, or (c) five (5) years, whichever occurs first. The MOU may be modified upon mutual decision of the Participants, confirmed in writing, and its duration may be extended beyond five years if both Participants so agree in writing. Either Participant may terminate this MOU at any time upon advance written notice to the other, with such termination becoming effective upon the date set forth in such written notice.

#### **VIII. Legal Effect**

This MOU does not create any legal or binding relationship between the Participants or commit either Participant to the obligation of any funding in furtherance of the goals of the MOU. It does not create any rights in any third party. It is intended to be implemented consistent with applicable law and is subject to the availability of appropriations.

This MOU is not intended to, and does not create any right or benefit, substantive or procedural, enforceable by law or in equity by any party against the United States, the U.S. Department of Health and Human Services, or the U.S. Department of Housing and Urban Development.

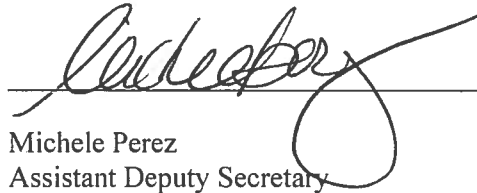
IN WITNESS WHEREOF, the Participants, acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of (date).

**U.S. Department of Health and Human Services**

**U.S. Department of Housing and Urban Development**

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Robin Dunn Marcos  
Director  
Office of Refugee Resettlement

  
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Michele Perez  
Assistant Deputy Secretary  
Office of Field Policy and Management

DATE: \_\_\_\_\_

DATE: 8/4/2023