



MEMORANDUM OF UNDERSTANDING between Metro Denver Homeless Initiative

and _____ (Continuum of Care Applicant)

PURPOSE

The Metro Denver Homeless Initiative (MDHI) implements a comprehensive homeless housing and service Continuum of Care (CoC) system in the seven-county Metro Denver region (Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson). MDHI promotes a commitment to the goal of ending homelessness that is region-wide, housing-focused, and data driven. With support from the U.S. Department of Housing and Urban Development (HUD) and other public and private sources, MDHI serves as a regional leadership body that coordinates resources and services, identifies needs, and disseminates best practices related to homelessness.

MDHI leads the application process for the HUD CoC Program's Notices of Funding Availability (NOFA). This memorandum of understanding (MOU) is entered into by MDHI, which serves as the CoC's collaborative applicant for NOFA grant funding, and the above-named applicant for NOFA grant funding (the CoC Applicant). The purpose of this MOU is to set forth the expectations and responsibilities that apply to MDHI, as the collaborative applicant, and the organization identified above, as a CoC applicant and, if funded through a NOFA, a CoC grantee.

GENERAL PROVISIONS

MDHI will:

1. Work with CoC Applicants and other regional stakeholders to develop and implement an effective homeless crisis response system.
2. Serve as the CoC's Lead Agency responsible for the coordination and oversight of CoC planning efforts, and serve as the NOFA Collaborative Applicant with the authority to certify and submit homeless-assistance funding applications to HUD.
3. Facilitate a transparent and competitive process for CoC Applicants, and monitor awarded projects.
4. Coordinate and leverage the Homeless Management Information System (HMIS) as a data system that captures client-level, system-wide information over time on the characteristics and service needs of people experiencing homelessness and those at-risk served by both CoC-funded programs and other homeless programs not funded through the CoC. MDHI will work with the board-appointed HMIS Lead Agency to ensure that HMIS users receive technical assistance, training, and ongoing customer service.
5. Coordinate and leverage the OneHome coordinated assessment and housing placement system to ensure that individuals, families, youth, and veterans experiencing homelessness will have timely access to appropriate resources through a centralized, equitable, person-centered process that preserves choice and dignity.



6. Provide technical assistance and training to CoC Applicants to ensure compliance with MDHI regulations, standards, and guidelines, and HUD guidance and HUD-defined best practices.
7. Monitor CoC Applicants' programmatic and financial management to ensure compliance with MDHI regulations, standards, and guidelines.
8. Coordinate, integrate, and leverage resources to maximize the impact of services for individuals and families experiencing homelessness.
9. Convene, support, and facilitate MDHI committees and lead the work activities that are initiated by these committees.
10. Lead the annual effort to conduct the regional Point-in-Time Homeless Count and Survey.
11. Provide trainings and networking events for MDHI partners, including semi-annual stakeholder meetings.
12. Advocate for homeless-assistance providers and those experiencing homelessness locally and nationally.

For the most up-to-date information on MDHI CoC Policies and Procedures, trainings, meetings, and more, please visit the following:

- MDHI mdhi.org
- OneHome onehomeco.org
- Colorado HMIS coloradohmis.org

The CoC Applicant will:

In relation to services

1. Have in place on-site supportive services (provided directly or sub-contracted) or provide transportation and access to supportive services that will:
 - a. Help program participants obtain or remain in permanent housing.
 - b. Help participants increase earned income and/or income from benefits.
 - c. Help participants achieve greater self-determination, enabling them to gain the confidence needed to transition out of homelessness.
2. Provide one or more Evidence-Based Practices (EBP) or promising practices for the target client group to be implemented via case management and other supportive services provided by the Applicant or sub-contracted entities. Examples include Critical Time Intervention (CTI), Trauma-Informed Care, Housing First, etc.
3. Provide services in a culturally competent and inclusive context. The persons that homeless programs are designed to serve are typically marginalized and excluded from their communities and mainstream society. Successful returns to housing require providers to bridge cultural, language, and other barriers. Services will be provided with adherence to the HUD Equal Access Rule.
4. Establish policies and practices that are consistent with, and do not restrict the exercise of rights provided by, the education subtitle of the McKinney-Vento Act, and that are consistent with other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
5. Designate a staff person to ensure that children are enrolled in school and connected to the appropriate services



within the community, including early childhood programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

In relation to permanent supportive housing projects

6. Have the capacity to engage and help stabilize people who have a history of trauma. Permanent housing programs must be trauma-informed, and agencies must train all staff who will be working with participants to understand the nature and manifestations of trauma in human life and to ensure that both housing and services are offered in a safe, nonthreatening environment.
7. Ensure that separation of housing and services underpins the supportive housing model, and that property management functions and support services are handled by separate staff or by different organizations who coordinate with one another but clearly differentiate the roles of property manager and service provider.
8. Ensure that eligibility and continued tenancy are not dependent on participation in services provided, but rather on the requirements of tenancy. In addition, all efforts will be made to minimize evictions and program terminations.

In relation to client eligibility

9. Comply with business rules developed for OneHome, the region's coordinated assessment and housing placement system. All (100% of) CoC-funded units (new and turnover) must be sent through the OneHome system for client matches. No more than 15 percent of OneHome's referrals to a CoC Applicant's program can be denied annually. Any referrals that are denied will be documented as outlined in the OneHome Policies and Procedures. Vacancies will then be filled by another OneHome referral.
10. Move clients into permanent housing directly from streets and shelters without preconditions relating to treatment acceptance or compliance, in accordance with HUD's Housing First requirements.
11. Accept tenants with zero income, and may have a goal of helping clients obtain income through benefits or employment so that they can contribute to their rent once they are admitted, but may not un-enroll tenants from the program solely because income is not gained.
12. Not charge more than 30 percent of a client's income in rent in permanent supportive housing projects.
13. Ensure that, in permanent housing projects, clients are not un-enrolled from the program for reasons other than non-compliance with the lease agreement. For example, clients are allowed to have alcohol in their homes and may not be un-enrolled unless their behavior warrants eviction by the landlord. When the project uses a scattered-site housing model, clients will not be discharged solely due to housing eviction. Rather, the program will work to quickly re-house the household elsewhere.

HMIS

A homeless management information system (HMIS) is a locally administered electronic data collection tool used to gather ongoing longitudinal data on homeless families and individuals—and on persons at risk of becoming homeless—who receive help from homeless-assistance and other human-services providers. The data collected can be used to better understand the size, characteristics, and needs of this population to inform program planning and evaluation, grant writing, and decision making related to funding and legislation. HMIS data are also used to produce the Annual Performance Reports (APR) that MDHI submits to HUD, as well as MDHI's contribution to the Annual Homeless Assessment Report to Congress (AHAR).



Due to the importance of HMIS data, all CoC-funded projects except victim services programs are required to participate in HMIS. Participants must adhere to the data-entry guidelines set by MDHI in conjunction with the entity identified by MDHI to serve as the HMIS Lead Agency. These guidelines address, but are not limited to, the following activities:

- Entering data that are timely, accurate, and complete.
- Correcting data monthly as prescribed in monthly Data Quality Reports.
- Entering complete exit assessments that include the exit destination and up-to-date housing status.
- Maintaining the confidentiality of client information.
- Appointing an HMIS site administrator.
- Participating in site visits to evaluate compliance and data quality.

In addition to collecting the mandatory data required by HUD, participating agencies should strive to gather all other data elements that are included for each client in HMIS. Victim services providers must establish and operate a comparable internal database that complies with HUD's and the CoC's requirements for HMIS.

CO C PARTICIPATION

The CoC Applicant agrees to participate in the annual Point-in-Time (PIT) Homeless Count and Survey by:

- Surveying any of the agency's own clients who meet the PIT criteria.
- Designating a staff member to serve as the agency's PIT contact.
- Submitting any requests for volunteer assistance to MDHI or its designee by the specified deadline.
- Assisting with the unsheltered count (at least two staff members for the night of the count).
- Completing a PIT Housing Inventory Chart for the agency's own sheltered clients accurately, completely, and in a timely manner.

The CoC Applicant agrees to participate in the CoC's administrative, planning, training, and policy making activities, which may include:

- Mandatory CoC grantee meetings
- Semi-annual stakeholder meetings
- CoC committee and work-group meetings
- OneHome meetings
- MDHI trainings
- HMIS User Group meetings

For each of its projects receiving funding through the CoC, the CoC Applicant agrees to provide the following documentation:

- The Final Technical Submission to HUD for each new project
- A signed Grant Agreement for HUD Awards within five days after the agreement is executed
- A copy of the APR submitted to HUD at the end of each grant year within five days of *e-snaps* submission
- Approved Substantial Grant Amendments within five days of amendment execution



- Annual Agency Audits
- Results of HUD monitoring
- OneHome Partner Agreement

The CoC Applicant agrees to participate in annual MDHI program monitoring activities. These may include site visits and other periodic monitoring activities undertaken to review compliance with project eligibility and quality threshold requirements. The CoC Applicant agrees to provide the information and documentation that MDHI needs and requests to ensure compliance with federal funding regulations.

CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable federal and Colorado statutes and regulations pertaining to the confidentiality of client records or information, and that any volunteers working on behalf of either party shall be similarly bound. Neither party shall use or disclose any information about a recipient of services provided under this agreement for any purpose not directly related to the party's responsibilities under the agreement, except with the written consent of the recipient, his or her attorney, or his or her parent or guardian.

EQUAL OPPORTUNITY

Each party agrees to be bound by and abide by all anti-discrimination statutes, regulations, policies, and procedures that are applicable to the party under any federal or state contracts, statutes, or regulations or under the party's own policies and procedures. This includes the HUD Equal Access Rule, which ensures non-discrimination for unmarried and non-traditional families, persons who identify as LGBTQ or transgender, and gender non-conforming clients.

TERMS OF AGREEMENT

This MOU shall be effective upon adoption by each signatory agency and entity.

This MOU shall be reviewed and revised as needed to further implementation of the strategic and long-term goals of the parties.

This MOU can be expanded, modified, or amended, as needed, at any time by the consent of both parties.

This MOU shall be in effect until the CoC Applicant's projects funded through the CoC are terminated, unless the MOU is terminated by mutual agreement in writing prior to this date.



MDHI

CoC Applicant

Signature

Printed Name

Title

Date

Signature

Will Connelly

Printed Name

Executive Director

Title

Date

DRAFT