

THIS DOCUMENT IS INTENDED TO ASSIST YOUR COMMUNITY IN EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN KEY PARTNERS PARTICIPATING IN THE CARES ACT – EMERGENCY SOLUTIONS GRANT (ESG-CV). COMMUNITIES ARE REQUIRED TO USE THIS DOCUMENT AND CAN ADD ADDITIONAL INFORMATION.

Memorandum of Understanding

Between

This **Memorandum of Understanding (MOU)** is to establish the roles entered into between; the Continuum of Care (CoC) or Local Planning Body (LPB) as represented by the CoC/LPB chairperson; the Fiduciary Agency; the Housing Assessment and Resource Agency (HARA) and the Subgrantee/s (hereafter referred to as “Subgrantees”). The CoC/LPB Chair, Fiduciary Agency, HARA, and Subgrantees are collectively referred to as “Key Partners” and the administrative offices and authorized representatives of the Key Partners are listed in the attached document labeled “**Attachment A: Participating Organizations**”, which is incorporated by reference into this MOU and made a part hereof.

WHEREAS, the sole purpose of this **Memorandum of Understanding** is to encourage cooperation between the Key Partners, and to further detail and separate the distinct roles and responsibilities of each party; and

WHEREAS, the CoC/LPB has selected _____ as the Fiduciary Agency. The CoC/LPB Coordinator and/or Chair agree to oversee the administration of services as specified in the attached document labeled “**Attachment B: Roles and Responsibilities**”; and

WHEREAS, the CoC/LPB has selected _____ as the HARA to facilitate housing assessment and agrees to provide the services as specified in the attached document labeled “**Attachment B: Roles and Responsibilities**”; and

WHEREAS, the CoC/LPB has selected _____ as a Subgrantee/s who agree to provide services as specified in the attached document labeled “**Attachment B: Roles and Responsibilities**”; and

WHEREAS, the Key Partners understand that the individuals served may require case management which is unique and specialized; and that the coordination of housing, supportive services and funding is critical to helping the individuals attain and sustain housing; and,

WHEREAS, individuals voluntarily participate in the services provided by the HARA and Sub-grantees; and

THEREFORE, the Key Partners agree that it is in the best interests of all concerned to enter into this **Memorandum of Understanding**.

GUIDING PRINCIPLES. These funds cannot be used to supplant existing mainstream services. Key Partners to this MOU must be mindful of positive housing destinations and outcomes, based on HMIS (Domestic Violence agencies excluded). Individuals eligible for services through domestic violence, mental health, and substance use disorders delivery systems must have services funded through existing budgets. ESG-CV funds are used for services that are **directly related to obtaining or sustaining housing**.

The funding categories listed below, and part of the ESG-CV application, can be more stringent but cannot be broadened. These funds cannot be used for construction or rehabilitation of shelters. Fiduciary Agencies cannot issue grants less than \$10,000.

CoC and LPBs must ensure that activities are funded in support of a community-wide plan and implementation strategy. This includes the designation or expansion of all eligible activities in order to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. These eligible categories are Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, HMIS, and Administration – all as described in the corresponding NOFA.

A household's income must be below 50% AMI to be eligible for Homelessness Prevention assistance or below 30% for Rapid Re-Rousing assistance.

Key Partners to this **Memorandum of Understanding** jointly recognize that individuals with very low-incomes are diverse in terms of their strengths, motivation, goals, backgrounds, and needs;

- Those individuals are members of the community with all the rights, privileges, opportunities accorded to the greater community;
- Those individuals have a right to privacy, and the right to determine for themselves matters affecting their lives;
- In designing and implementing services, the input of the individuals shall be sought.

Key partners must comply with the MSHDA grant agreement executed between the fiduciary and MSHDA. The fiduciary will provide copies of the corresponding grant agreement to ensure all subgrantees comply with the signed grant agreement.

FUNDING. The HARA and Subgrantees have been awarded ESG-CV funds to provide Street Outreach, Emergency Shelter, Homelessness Prevention, and Rapid Re-Housing, as well as support for HMIS and Administration. Each are committed to providing appropriate and exceptional services to all individuals and are committed to doing so throughout the grant term.

TERM. This MOU Agreement will begin effective the date of _____ and will continue through _____. This Agreement may be terminated in accordance with the section on Termination below.

TERMINATION. Key Partners may terminate their participation with this Agreement for any reason by giving the other parties ninety (90) days prior written notice. All remaining ESG-CV funds held by the terminating agency must be returned to the CoC/LPB for redistribution or returned to MSHDA.

CONFIDENTIALLY. The Key Partners agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding each other's operations related to this program. The Key Partners agree that they will not disclose confidential information and/or material. Key Partners must sign a Qualified Services Organization Business Associates Agreement (QSOBBA) to share local information to assist Individuals in sustaining or securing housing. Confidential information will be handled with the utmost discretion and judgment.

NONDISCRIMINATION. There shall be no discrimination of any individual on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the administration of this program.

SEVERABILITY. In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the MOU.

AMENDMENTS. This MOU may be amended only with the mutual consent of the Key Partners.

CERTIFICATION OF AUTHORITY TO SIGN MOU. The persons signing this MOU on behalf of the Key Partners hereto certify by said signatures that they are duly authorized to sign this document.

Signature: _____ Date: _____

CoC/LPB Chairperson Name: _____

CoC/LPB Name: _____

Signature: _____ Date: _____

Director Name: _____

Fiduciary Name: _____

Signature: _____ Date: _____

Director Name: _____

HARA Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

Signature: _____ Date: _____

Director Name: _____

Subgrantee Name: _____

ATTACHMENT A: PARTICIPATING ORGANIZATIONS

<p>Funding Agreement/Memorandum of Understanding Michigan State Housing Development Authority (MSHDA) 735 E Michigan Ave Lansing, MI 48909</p> <p>Grant Term: 3/01/20-09/30/22</p>	<p>U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) Program CFDA Number: 14.231 Federal Award Identification Number: E-20-DW-26-0001 Federal Award Date: 7/23/2020</p>
--	--

CoC/LPB Information

Name:	County/Countries included in CoC/LPB:
Chairperson Name:	
Phone: Email:	

Fiduciary Information

Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	

HARA Information

Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	

Subgrantee Information

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone: Email:	



Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone:	Email:

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone:	Email:

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone:	Email:

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone:	Email:

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Total ESG-CV Award Amount:
Authorized Official Name:	
Authorized Official Title:	
Phone:	Email:

Program Description



ATTACHMENT B: ROLES AND RESPONSIBILITIES

(The Fiduciary and HARA may be the same agency.)

Following is an explanation of the minimum duties performed by the CoC/LPB, Fiduciary, HARA, and subgrantee agencies from the ESG-CV Notice of Funding Availability (NOFA). As in previous ESG NOFAs, the CoC/LPB recommends to MSHDA, via completion of the required email application, the agencies that will receive funding in line with ESG NOFA parameters and other community identified resources. The CoC/LPB-recommended Fiduciary will be awarded the funds; therefore, the Fiduciary is the only agency billing MSHDA for reimbursement.

MSHDA reserves the right to alter any/all recommendations based on issues of prior applicant performance, applicant capacity, eligibility of project activities, and consistency with the criteria and standards discussed in all ESG-CV funding documents. In addition, Federal guidance for this grant round and future grant rounds is subject to change, which changes may affect recommendations.

The CoC/LPB will be responsible to:

- Affirm the continuing role of the current MSHDA ESG Fiduciary under the CARES Act ESG-CV funding.
- Affirm the ongoing support to all current MSHDA ESG Subgrantees (including the HARA) under the CARES Act ESG-CV funding.
- Identify and affirm any new subgrantees under the CARES Act ESG-CV funding.
- Develop and affirm the budget and corresponding implementation plan for the CARES Act ESG-CV funding.
- Ensure collaboration and coordination with local health departments, emergency operation centers, and all other available sources of funding to support community-wide planning and strategy implementation.
- Prioritize the use of ESG-CV funds for proven strategies, especially rapid re-housing for those experiencing homelessness. Note: people cannot be denied rapid re-housing because of zero income.
- Explore partnerships with mental health or substance abuse providers to provide “support services” for permanent supportive housing.
- Partner with programs that serve veterans in your community; link them to VA services and supports.
- Require ESG grantees to embrace strength-based case management.
- Assure that services provided by the Fiduciary, HARA, and Subgrantees are meeting the needs of the local community and that critical issues are addressed.
- Provide meeting minutes and e-mail minutes, notices, and agendas to your MSHDA Homeless Assistance Specialist.
- Note: Agencies funded through MSHDA ESG-CV funds must participate in CoC/LPB meetings.

The Fiduciary will be responsible to:

- Execute grant documents for the community’s allocation, including:
- Memorandum of Understanding (MOU) with the CoC/LPB and with all Key Partners,
- Sign contract and applicable documents required by MSHDA, and
- Initiate and execute subgrants as needed.
- Assure the use of funds in accordance with the grant agreement, communicate knowledge of fraudulent activities to MSHDA and the CoC/LPB;
- Complete MATT 2.0 billing;
- Advise the CoC/LPB of agencies not using dollars in a timely manner to avoid loss of funds to the community/recapture by MSHDA;
- Evaluate the quality of services and provide oversight of the Subgrantees based upon documented outcomes and in partnership with the CoC/LPB.
- Monitor ten percent (10%) of all tenant files, as well as the financial records of Subgrantees, and provide a copy of your findings report to your MSHDA Homeless Assistance Specialist;
- Maintain financial and client level records to support billings. The information must be retained for five years.

The HARA will be responsible to:

- Administer financial assistance dollars for prevention and rehousing;
- Practice shelter diversion;
- Embrace rapid re-housing; (Note: people with zero income cannot be denied rapid re-housing.)
- Employ staff to function as a Housing Resource Specialist, a position that works with landlords to house people.
- Practice strength-based case management;
- Practice progressive engagement;
- Work with the CoC/LPB to ensure quality service delivery;
- Enter client information as well as doing VI-SPDAT on HMIS;
- Routinely review and correct HMIS data quality issues and monitor outcome performance;
- Provide services and/or make referrals to other service agencies as needed;

Subgrantees will be responsible to:

- Collaborate and coordinate with the HARA and CoC/LPB to re-align program dollars, where possible, to fill gaps to end homelessness;
- Complete and submit CAPERs (Consolidated Annual Performance and Evaluation Reports) as prescribed by HUD;
- Administer financial assistance dollars for prevention and rehousing, as identified and affirmed by the CoC/LPB;
 - **NOTE: Under CARES Act ESG-CV funding, domestic violence service agencies may be considered as a Rapid Re-Housing (RRH) subgrantee, provided they have experience in RRH services and can meet all outlined requirements – except for the use of HMIS. Data entry must be completed in a comparable database that can complete CAPERs.**
- Practice shelter diversion;
- Embrace rapid re-housing; (Note: people with zero income cannot be denied rapid re-housing.)
- Employ staff to function as a Housing Resource Specialist, a position that works with landlords to house people.
- Practice strength-based case management;
- Practice progressive engagement;
- Work with the CoC/LPB to ensure quality service delivery;
- Provide allowable services as defined within this NOFA and as specified in their contract with the Fiduciary;
- Enter client information as well as VI-SPDAT on HMIS (Domestic Violence Agencies use alternative system);
- Routinely review and correct HMIS data quality issues and monitor outcome performance;
- Maintain financial and client level records to support billings. Retain records for five years;
- Request payment and provide necessary supportive documentation to the Fiduciary;
- Ensure compliance with grant terms and provide the Fiduciary and MSHDA access to financial and programmatic records.
- **NOTE: All new subgrantees will be required to participate in training sessions as assigned and/or provided by MSHDA. Additionally, new subgrantees will be subject to enhanced monitoring for at least the first six months of operation with ESG-CV funds.**