MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Office of Homeless Solutions
Housing and Community Development Fund
Steps 2 Stability

Memorandum of Understanding (MOU)

January 1, 2027, through December 31, 2027

735 E Michigan Ave
P.O. Box 30044
Lansing, MI 48909

EQUAL HOUSING OPPORTUNITY

THIS DOCUMENT IS INTENDED TO ASSIST YOUR COMMUNITY IN EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN KEY PARTNERS PARTICIPATING IN THE STEPS 2 STABILTY (S2S) GRANT. COMMUNITIES ARE REQUIRED TO USE THIS DOCUMENT AND CAN ADD ADDITIONAL INFORMATION.

Memorandum of Understanding

Between (list Fiduciary and Subgrantee Agencies)

_____

_____

_____

_____

_____

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This **Memorandum of Understanding (MOU)** is to establish the roles entered between the Fiduciary and the Service Providers. The Fiduciary Agency and the Service Providers are collectively referred to as the "Key Partners" or the "Participating Agencies", 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 **MOU** 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 Fiduciary agency agrees 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 service providers 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 light touch case management which is unique and specialized for the purposes of avoiding entry into shelter or to make the stay in shelter as brief as possible. The Key Partners understand that individuals or selected service providers may utilize housing

navigation services as defined in the Steps 2 Stability Notice of Funding Opportunity and the provided implementation guide.

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

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

GUIDING PRINCIPLES. These funds may be used in conjunction with existing mainstream services but should avoid "double dipping" defined as: Payment of rent for eligible individuals or families for the same period of time and for the same cost types being assisted through any other federal, state, or local housing subsidy program.
Key Partners to this **MOU** must be mindful of positive housing destinations and outcomes, based on HMIS (Domestic Violence agencies excluded). S2S funds are used for services that are **directly related to assisting households at the point of entering shelter and for obtaining and identifying housing.**

A household's income must be below 30% AMI to be eligible for diversion or housing navigation assistance.

Key Partners to this **MOU** jointly recognize that individuals with very low-income are diverse in terms of their strengths, motivation, goals, backgrounds, and needs:

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

Key partners must comply with the Michigan State Housing Development Authority ("MSHDA") Steps 2 Stability Grant Agreement executed between the fiduciary and MSHDA (the "Grant Agreement"). The fiduciary will provide copies of the corresponding Grant Agreement to ensure all subgrantees comply with the Grant Agreement.

FUNDING. The Fiduciary and Subgrantees have been awarded S2S funds to provide Diversion, Housing Navigation, Staffing, HMIS, and Administration Expenses as described in the corresponding NOFO. Each are committed to providing appropriate and exceptional services to the individuals and are committed to doing so throughout the grant term.

TERM. This **MOU** will begin effective the date of January 1, 2027, and will continue through December 31,2027. This MOU may be terminated in accordance with the section on Termination below.

TERMINATION. Key Partners may terminate their participation with this MOU for any reason by giving the other parties ninety (90) days prior written notice. All remaining S2S 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 MOU 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 MOU 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.

Signatures in Attachment-A: Participating Organizations

ATTACHMENT – A

Participating Organizations

Fiduciary

Legal Name of the Organization: _____

Sam.gov UEI:_____

Address: _____

Authorized Official Name and Tittle: _____

Telephone and Email Address: _____

Amount of Funds Obligated to the Fiduciary by this MOU

Staff $_____
Flex $_____
Rental $_____
HMIs $_____
Admin $_____
Total $_____

Signature and Date: _____

Subgrantee 1

Legal Name of the Organization: _____

Sam.gov UEI:_____

Address: _____

Authorized Official Name and Tittle: _____

Telephone and Email Address: _____

Amount of Funds Obligated to the Subgrantee by this MOU

Staff $_____
Flex $_____
Rental $_____
HMIs $_____
Admin $_____
Total $_____

Signature and Date: _____

Subgrantee 2

Legal Name of the Organization: _____

Sam.gov UEI:_____

Address: _____

Authorized Official Name and Tittle: _____

Telephone and Email Address: _____

Amount of Funds Obligated to the Subgrantee by this MOU

Staff: $_____
Flex: $_____
Rental $_____
HMIs $_____
Admin $_____
Total $_____

Signature and Date: _____

Subgrantee 3

Legal Name of the Organization: _____

Sam.gov UEI:_____

Address: _____

Authorized Official Name and Tittle: _____

Telephone and Email Address: _____

Amount of Funds Obligated to the Subgrantee by this MOU

Staff: $_____
Flex: $_____
Rental $_____
HMIs $_____
Admin $_____
Total $_____

Signature and Date: _____

ATTACHMENT-B

Roles and Responsibilities (The Fiduciary and HARA may be the same agency)

The following is an explanation of the minimum duties performed by the Fiduciary and Service Providers. For Steps 2 Stability (S2S), the CoC/LPB recommends MSHDA agencies to receive funding in accordance with MSHDA S2S NOFO parameters. The CoC/LPB-recommended Fiduciary will be awarded the funds; therefore, the Fiduciary is the only agency billing MSHDA for reimbursement.

NOTE: 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 this NOFA.

Fiduciary

The Fiduciary is an agency selected and affirmed by the CoC or LPB to receive and distribute S2S funding as allocated by the approved budget. The Fiduciary agrees to the following responsibilities:

- Execute grant documents for the community's allocation, including:
    - Completion of all Memorandum of Understanding (MOU) signatures with all Key Partners.
    - Sign the Grant Agreement and applicable documents required by MSHDA.

Note: The completed MOU is sufficient to document the subgrantee relationship with the Fiduciary, but Fiduciaries can choose to initiate and execute subgrantee grants if desired.

- Assure use of funds in accordance with the Grant Agreement, communicating knowledge of any fraudulent activity to MSHDA and the CoC or LPB.
- Submit quarterly Financial Status Reports (FSRs) in the grant management system.
- Advise the CoC or LPB of agencies not using dollars in a timely manner to avoid loss of funds to the community and possible recapture by MSHDA.
- Work in collaboration with the HARA and subgrantees for quick dispersal of Diversion flexible funds. Evaluating internal accounting procedures to ensure ease of access to facilitate quick resolution of a household's homelessness.
- Evaluate the quality of services and provide oversight to funding grantees based upon documented outcomes and in partnership with the CoC or LPB.
- Collect and submit quarterly and annual Consolidated Annual Performance and Evaluation Reports (CAPERs) that address specific performance outcomes supported by HMIS data (domestic violence service providers must use a comparable database). CAPERs are submitted to MSHDA, with a copy to the CoC or LPB for review.
- Monitor ten percent (10%) of all participant files, as well as the financial records. S2S requires that all clients are at or below 30% client documentation should include the income verification spreadsheet or self-certification of income.
- Abide bide rules and policies of the associated CoC, LPB and HARA for coordinated entry and client referral.

Service Providers

Service providers may be the HARA, fiduciary, or a separate entity sub granted by the fiduciary. Service providers have the following responsibilities:

- Provide diversion and/or housing navigation services as outlined in the policy.
- Use a trauma-informed approach to engagement focused on creating safety, transparency, and an overview of the Specialist/household partnership.
- Incorporation of motivational interviewing skills throughout the partnership, in particular active listening, open-ended questions, empathy, and a focus on goals.
- Exploration of strengths, opportunities, and resources to move from crisis to empowerment to regain confidence and identify options in addressing the housing issue.

- Collaborative identification of safe, appropriate options and next steps that can be reality tested and validated as SMART (Specific, Measurable, Actionable, Realistic & Timed).
- Make an effort to leverage available community resources in order to stretch funding allocation
- Utilize mediation to improve relationships between households, landlords, and/or potential host households.
- Assistance with household's housing search, assisting with application to properties as necessary, supporting voucher retention and access.
- Landlord engagement and relationship building.
- Effective and timely communication that summarizes the action steps and follow-up with specifics including activities, persons responsible, timelines, and communication expectations.
- Light touch case management and check-ins at 30, 60, and 90 days.
- Track recidivism rates over 90 days by utilizing the by name list for the service area.
- On going and active participation with any provided technical assistance, training, and peer to peer meetings
- Submit quarterly reports either to the fiduciary for submission with the quarterly Financial Status report OR submit directly to the grant specialist.
- Abide by the rules and policies established by the CoC. LPB and HARA for coordinated entry and client referral.

All Grantees

All grantees are selected and affirmed by the CoC or LPB agree to the following responsibilities:

- Collaborate with the CoC or LPB to align funding and address any gaps in system design to end homelessness.
- Provide eligible services as defined within the policy and as specified in their grant agreement with the Fiduciary.
- Enter client information on HMIS (domestic violence service providers must use a comparable database).
- Coordinate with the HARA to ensure the required assessment tool and/or process is completed for literally homeless households.
- Routinely review and correct HMIS/comparable database data quality issues and monitor outcome performance.
- Maintain financial and client level records to support billings, retaining records for five years.
- Request payment and provide necessary supportive documentation to the Fiduciary on at least a quarterly basis.
- Submit quarterly and annual CAPERs from the S2S program pages that address specific performance outcomes supported by HMIS data to the Fiduciary.
- Ensure compliance with grant terms and provide the Fiduciary and MSHDA access to financial and programmatic records when requested.