

THIS DOCUMENT IS INTENDED TO ASSIST YOUR COMMUNITY IN EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN KEY PARTNERS PARTICIPATING IN THE EMERGENCY SOLUTIONS GRANT. 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 funds are used for services that are **directly related to obtaining or sustaining housing**.

The funding categories listed below, and part of the ESG 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.

A minimum of 40% of the CoC/LPB allocation must be used to provide prevention, rapid re-housing and housing stabilization services with 20% of the 40% specifically designated for re-housing - leasing assistance. The remaining 60% of the funds can be administered for Street Outreach, Shelter Operating Expenses, Administration Expenses, HMIS Expenses and as described in the corresponding NOFA.

A household's income must be below 30% AMI to be eligible for prevention or rapid re-housing funds.

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 funds to provide street outreach, emergency shelter, and homelessness prevention and rapid re-housing case management and financial assistance. 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 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 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: _____

ATTACHMENT A: PARTICIPATING ORGANIZATIONS

Funding Agreement/Memorandum of Understanding Michigan State Housing Development Authority (MSHDA) 735 E Michigan Ave Lansing, MI 48909 Grant Term: 10/01/20-09/30/21	U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) Program CFDA Number: 14.231 Federal Award Identification Number: Federal Award Date:
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CoC/LPB Information

Name:	Counties Included in CoC/LPB:
Chairperson Name:	
Phone Number: Email:	

Fiduciary Information

Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
Authorized Official Name:	Amount of Funds Obligated by this Agreement:
Authorized Official Title:	
Phone Number: Email:	

HARA Information

Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
Authorized Official Name:	Amount of Funds Obligated by this Agreement:
Authorized Official Title:	
Phone Number: Email:	

Subgrantee Information

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
Authorized Official Name:	Amount of Funds Obligated by this Agreement:
Authorized Official Title:	
Phone Number: Email:	

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
Authorized Official Name:	Amount of Funds Obligated by this Agreement:
Authorized Official Title:	
Phone Number: Email:	

Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
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Authorized Official Title:	
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Subgrantee	
Name:	Unique Entity Identifier (DUNS):
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Subgrantee	
Name:	Unique Entity Identifier (DUNS):
Address:	Award Amount from Last Fiscal Year:
Authorized Official Name:	Amount of Funds Obligated by this Agreement:
Authorized Official Title:	
Phone Number: 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. As in previous ESG NOFAs, the CoC/LPB recommends to MSHDA, via completion of the Exhibit 1, 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 below and in the NOFA.

The CoC/LPB will be responsible to:

- Affirm the selected MSHDA ESG Fiduciary;
- Affirm all selected MSHDA ESG subgrantees (including the HARA);
 - Agencies currently designated as the HARA for the 2019-2020 ESG Program will continue their role as the HARA for the 2020-2021 ESG fiscal year unless there is documented evidence of poor performance or extenuating circumstances. CoCs/LPBs that decide to designate a new HARA for the 2020-2021 ESG fiscal year must obtain approval from MSHDA prior to the submission of the ESG application. This policy supports capacity building within system change and fosters community partners to have a vested interest in the success of their designated HARA. Note: the HARA must be an agency that serves **all** populations.
- Develop and affirm the budget and corresponding implementation plan for the ESG funding;
- Develop a CoC/LPB culture that teaches and makes decisions based upon outcomes;
- Ensure collaboration and coordination within and among CoC/LPB membership, including all other available sources of funding to support community-wide planning and strategy implementation for the homeless crisis response system;
- Analyze the CoC/LPB grant portfolio to determine most effective mix of housing and services to meet the needs of the homeless households that present for assistance. Determine whether funding for some projects, in whole or in part, should be reallocated to make resources available for new efforts;
- Develop a system of care plan that specifically addresses assisting individuals and families living in chronic homelessness, how the plan will be monitored, and what the outcomes are;
- Assure that services provided by the Fiduciary, HARA, and subgrantees are meeting the needs of the local community and that critical issues are addressed;
- Prioritize the use of ESG 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 the CoC/LPB geographic area and ensure linkages for eligible households;
- Require ESG grantees to embrace strength-based case management;
- Partner with Project Based Voucher (PBV) management agents, developers, and service agencies to assist with development and annual updates to a Memorandum of Understanding (MOU) for case management services to supportive housing units as they are made available in the community via the Low-Income Housing Tax Credit Program;
- Provide MSHDA with annual Point in Time (PIT) Chart and access to HUD Stella P; and
- Provide meeting minutes and e-mail minutes, notices, and agendas to the assigned MSHDA Homeless Assistance Specialist.
 - CoCs/LPBs must have the following standing agenda items for each meeting:
 - Adequacy of Homeless Preference names on the Housing Choice Voucher (HCV) waiting list;
 - Adequacy of names on the PBV waiting lists for MSHDA developments within the CoC/LPB; and

- If there are By-Name Lists for Veterans, Youth, Chronically Homeless and/or Families, discuss what progress has been made toward a functional end of homelessness for those populations.
 - Prior to the CoC/LPB meeting, communication with the MSHDA Housing Agent regarding lease-up of the vouchers and discussing the status of the Homeless Preference waiting list at the Planning meetings is required. For PBV maintaining an adequate supply of names will require communication with the management company prior to CoC/LPB meetings and discussing the status of the available units at the CoC/LPB meetings.
- Note: Agencies funded through MSHDA ESG 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.
 - Note: Any grant recipient that will in turn make subawards of grant funds, as a pass-through entity under 2 CFR §200.74, must comply with 2 CFR §200.331.
- 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;
- Collect and submit quarterly Consolidated Annual Performance and Evaluation Reports (CAPERs) that address specific performance outcomes supported by HMIS data. (Domestic violence service agencies use a comparable database.) CAPERs are submitted to MSHDA via MATT 2.0 with a copy provided to 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; and
- Maintain financial and client level records to support billings. The information must be retained for five years.

The HARA will be responsible to:

- Administer all 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;
- Employ staff to oversee the HCV Homeless Preference waiting list. This position ensures the following:
 - People living in homelessness within the CoC/LPB are entered on the HCV Homeless Preference waiting list;
 - Re-verification of homelessness every 120 days;
 - Maintains knowledge of MSHDA developments within the CoC/LPB that have PBVs, refer applicants to the PBV waiting list, and have quarterly contact with the management company at the development regarding availability of the units.
 - Staff costs are an eligible ESG expense as part of housing stabilization, and MSHDA's grant management system, Matt 2.0, has a budget line where this cost can be entered.
- 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;

- Submit quarterly CAPERs that address specific performance outcomes supported by HMIS data to the Fiduciary as outlined in the contract; and
- 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;
- Collaborate with the HARA and CoC/LPB to re-align program dollars, where possible, to fill gaps to end homelessness;
- Provide services as allowed and defined by the NOFA and as specified within their contract with the Fiduciary;
- Practice shelter diversion;
- Practice strength-based case management;
- Practice progressive engagement;
- Work with the CoC/LPB to ensure quality service delivery;
- Enter client information as well as VI-SPDAT on HMIS;
- 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;
- Submit quarterly CAPERs that address specific performance outcomes supported by HMIS data to the Fiduciary as outlined in the contract; and
- Ensure compliance with grant terms and provide the Fiduciary and MSHDA access to financial and programmatic records.