

**Memorandum of Understanding
Between
Washtenaw County (Fiduciary & Continuum of Care Lead Agency)
The Salvation Army (Housing Assessment and Resource Agency)
Domestic Violence Project, dba SafeHouse Center
Interfaith Hospitality Network
Ozone House
Shelter Association of Washtenaw County**

This ***Memorandum of Understanding (MOU)*** is to establish the roles entered into between; the Continuum of Care (CoC) body as represented by the CoC chairperson; the Fiduciary Agency; the Housing Assessment and Resource Agency (HARA) and the Sub-grantee/s (hereafter referred to as “Sub-grantees”). The CoC Chair, Fiduciary Agency, HARA, and Sub-grantees 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 body has selected **Washtenaw County** as the Fiduciary Agency. The CoC 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 body has selected **The Salvation Army of Washtenaw County** 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 body has selected **Interfaith Hospitality Network, Shelter Association of Washtenaw County, Domestic Violence Project, dba SafeHouse Center, Ozone House** as a Sub-grantee/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-grantee/s; and

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

II. 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 use Access). Individuals eligible for services through domestic violence, mental health, and substance abuse 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 with the exception of CoC Coordination.

A minimum of 40% of the CoC's allocation must be used to provide prevention, rapid re-housing and housing stabilization services with **15% 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 Continuum of Care Coordinator Expenses 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. Although third party income verification is not required, documentation to the household file must be completed.

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.

III. FUNDING

The HARA and Sub-grantee(s) have been awarded ESG funds to provide prevention and rapid re-housing case management and financial assistance, and 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 **October 1, 2014** and will continue through **September 30, 2015**. This Agreement may be terminated in accordance with the section on Termination below.

IV. 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 Body for redistribution or returned to MSHDA.

V. 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.

VI. 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.

VII. 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.

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

IX. 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.

Signed: _____ Date: _____
Trish Cortes
Washtenaw County CoC Chairperson

Signed: _____ Date: _____
Verna McDaniel
Washtenaw County

Signed: _____ Date _____
Barbara Niess-May
Domestic Violence Project Inc., dba SafeHouse Center

Signed: _____ Date _____
Nicole Adelman
Interfaith Hospitality Network

Signed: _____ Date _____
Katie Doyle
Ozone House

Signed: _____ Date _____
Ellen Schulmeister
Shelter Association of Washtenaw County

Signed: _____ Date: _____
Name:
The Salvation Army

ATTACHMENT A: PARTICIPATING ORGANIZATIONS

CoC Chairperson:

Trish Cortes
Community Support & Treatment Services
555 Towner
Ypsilanti, MI and 48197

Fiduciary Contact Name:

Andrea Plevak
Washtenaw County
110 N. Fourth Ave.,
Ann Arbor, MI 48104

HARA:

The Salvation Army
Marla Conkin
100 Arbana Drive
Ann Arbor, MI 48104

Sub-grantees:

Domestic Violence Project, dba SafeHouse Center
Barbara Niess-May
4100 Clark Rd.
Ann Arbor, MI 48105

Interfaith Hospitality Network
Nicole Adelman
4290 Jackson Rd.
Ann Arbor, MI 48103

Ozone House
Katie Doyle
1705 Washtenaw Rd.
Ann Arbor, MI 48104

Shelter Association of Washtenaw County
Ellen Schulmeister
312 W. Huron
Ann Arbor, MI 48103

ATTACHMENT B: ROLES AND RESPONSIBILITIES

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

Continuum of Care (CoC) Chairperson along with the CoC Body will:

- Develop a CoC culture that teaches and makes decisions based upon outcomes;
- Strategize with CoC members to re-align program dollars to end homelessness;
- Require ESG grantees to embrace strength-based case management;
- Identify an agency to function as Fiduciary for these funds;
- Work with service agencies and supportive housing developers to assist with the development of a Memorandum of Understanding (MOU) to provide case management services to supportive housing units as they are made available in the community;
- Select two designees from each CoC body to serve as a representative of the CoC on statewide regional council and require them to provide updates at their local CoC meetings;
- Develop program performance measures supported by HMIS data that identifies successful outcomes for clients;
- Evaluate the quality of services/housing delivery and provide oversight of the sub-grantees based upon documented outcomes;
- Assure that services provided by the Fiduciary, HARA and Sub-grantees are meeting the needs of the community and that critical issues are addressed;
- Provide MSHDA with annual Point in Time (PIT) Chart;
- Provide meeting minutes, notices and agenda to your MSHDA Homeless Assistance Specialist.

Grant Fiduciary: The Grant Fiduciary will be responsible for:

- Execution of grant documents for the community's allocation, including:
 - Memorandum of Understanding with the CoC Body and with all Key Partners,
 - Sign contract and applicable documents required by MSHDA;
 - Initiate and execute sub-grants as needed.
- Provide a copy of the executed grant agreement to sub-grantees;
- Assure use of funds is in accordance with the grant agreement;
- HALO billings;
- Provide support in partnership with the CoC to ensure timely expenditures of funds;
- Collect and submit quarterly Progress Reports. Provide MSHDA with a signed original;
- Conduct a monitoring review of sub-grantees during 3rd quarter of the grant (April – June) of sub-grantee files (min 10% of tenant files if applicable), as well as the financial records of sub-grantees. Submit a copy of your report to your MSHDA Homeless Assistance Specialist;
- Maintain records to support billings. The information must be retained for four years.

Housing Assessment and Resource Agency (HARA): The HARA will be responsible for:

- Administration of **all** financial assistance dollars for prevention and rehousing;
- Practicing shelter diversion;
- Embracing rapid re-housing;
- Employing staff to function as a Housing Resource Specialist;
- Practicing strength-based case management;
- Working with the CoC Body to ensure quality service delivery;
- Entering client information on HMIS;
- Conducting Customer Satisfaction surveys at least quarterly and responding to the information derived from those surveys
- Routinely reviewing and correcting HMIS data quality issues and monitoring outcome performance;
- Providing services and/or making referrals to other service agencies as needed;

- Submitting quarterly Progress Reports that address specific performance outcomes supported by HMIS data to the Fiduciary as outlined in the contract.

Sub-grantees-

Interfaith Hospitality Network and Shelter Association of Washtenaw County (Key Partners) commit to:

- Working with the HARA and CoC to re-align program dollars, where possible, to fill gaps to end homelessness;
- Assuring a common intake and assessment process is in place within the community.
- Collaborating with the CoC Body to ensure quality service delivery;
- Providing allowable services as defined within the ESG 2014-2015 NOFA and as specified in their contract with the Grant Fiduciary;
- Practicing Shelter Diversion;
- Embracing Rapid Re-Housing;
- Embracing strength-based case management;
- Employing staff members to function as a Housing Resource Specialists to assess households needing Homelessness Prevention and Rapid Re-Housing assistance within 48 hours of referral;
- Ensuring that all staff participate in shared trainings as established and required;
- Agreeing to deploy their Housing Resource Specialists to fill the need as it occurs such as from Rapid Re-Housing to Homelessness Prevention if needed;
- Accepting referrals from HAWC for families who identify as homeless or at imminent risk of homelessness (IHN) and individual adults (SAWC) and conduct face to face assessments within 48 hours to determine housing need;
- Entering data into HMIS in real time;
- Routinely reviewing and correcting HMIS data quality issues and monitor outcome performance;
- Meeting with community partners on a regular basis to review progress/barriers;
- Ensuring that appropriate HAWC Team staff/partners attend trainings and community meetings;
- Following HAWC Policies and Procedures and responding to direction from the HAWC Executive Committee and HMIS System Administrator;
- Adhering to community process on prioritization and SPDAT implementation;
- Brokering resources and/or making appropriate linkages to service agencies as needed, if being funded for case management staff;
- Maintaining financial and client level records to support billings. Retain records for five years;
- Requesting payment and provide necessary supportive documentation to the grant fiduciary;
- Submitting quarterly Progress Reports that address specific performance outcomes supported by HMIS data to the Grant Fiduciary as outlined in the grant contract and the MSHDA ESG 2014-2015 NOFA;
- Ensuring compliance with grant terms and providing the grant fiduciary and MSHDA access to financial and programmatic records.

Ozone House and The Salvation Army of Washtenaw County (Homelessness Prevention Partners) commit to:

- Practicing Shelter Diversion;
- Working with HARA and CoC to re-align program dollars, where possible, to fill gaps to end homelessness;
- Embracing strength-based case management;
- Embracing Rapid Re-Housing;
- Providing a Housing Resource specialist to provide the assistance required by referred participants;

- Accepting referrals for households in need of Homelessness Prevention and conducting an assessment within 48 hours of the referral;
- Brokering resources and/or make appropriate linkages to service agencies as needed, if being funded for case management;
- Maintaining financial and client level records to support billings. Retain records for five years;
- Maintaining verification of need, income, and all other pertinent information as required by HUD and MSHDA in participant's file;
- Creating a housing stabilization plan for each participant receiving rental assistance;
- Providing case management to assist participants becoming stable in their housing;
- Ensuring that all staff participate in shared trainings as established and required;
- Entering data into HMIS in real time;
- Routinely reviewing and correcting HMIS data quality issues and monitoring outcome performance;
- Meeting with community partners on a regular basis to review progress/barriers;
- Ensuring that appropriate HAWC Team staff/partners attend trainings and community meetings;
- Following HAWC Policies and Procedures and responding to direction from the HAWC Executive Committee and HMIS Systems Administrator;
- Submitting quarterly Progress Reports that address specific performance outcomes supported by HMIS data to the Grant Fiduciary as outlined in the grant contract and the MSHDA ESG 2014-2015 NOFA;
- Adhering to community process on prioritization and SPDAT implementation;
- Ensuring compliance with grant terms and providing the grant fiduciary and MSHDA access to financial and programmatic records.

Interfaith Hospitality Network and Shelter Association of Washtenaw County (Rapid Re-Housing Partners) commit to:

- Practicing Shelter Diversion;
- Working with HARA and CoC to re-align program dollars, where possible, to fill gaps to end homelessness;
- Embracing strength-based case management;
- Embracing Rapid Re-Housing;
- Providing a Housing Resource specialist to provide the assistance required by referred participants;
- Accepting referrals for households in need of Rapid Re-Housing. Households will be placed into housing in the most expeditious manner possible;
- Ensuring that all staff participate in shared trainings as established and required;
- Brokering resources and/or making appropriate linkages to service agencies as needed, if being funded for case management;
- Maintaining financial and client level records to support billings. Retain records for five years;
- Maintaining verification of need, income, and all other pertinent information as required by HUD and MSHDA in participant's file;
- Creating a housing stabilization plan for each participant receiving rental assistance;
- Submitting check requests to The Salvation Army with supporting documentation so that payment can be issued to landlord;
- Providing case management to assist participants becoming stable in their housing;
- Entering data into HMIS in real time;
- Routinely reviewing and correcting HMIS data quality issues and monitoring outcome performance;
- Meeting with community partners on a regular basis to review progress/barriers;

- Ensuring that appropriate HAWC Team staff/partners attend trainings and community meetings;
- Following HAWC Policies and Procedures and responding to direction from the HAWC Executive Committee and HMIS Systems Administrator;
- Submitting quarterly Progress Reports that address specific performance outcomes supported by HMIS data to the Grant Fiduciary as outlined in the grant contract and the MSHDA ESG 2014-2015 NOFA;
- Adhering to community process on prioritization and SPDAT implementation;
- Ensuring compliance with grant terms and providing the grant fiduciary and MSHDA access to financial and programmatic records

Domestic Violence Project, Inc., dba SafeHouse Center commits to:

- Practicing Shelter Diversion when appropriate;
- Working with HARA and CoC to re-align program dollars, where possible, to fill gaps to end homelessness;
- Embracing strength-based case management;
- Embracing Rapid Re-Housing;
- Brokering resources and/or make appropriate linkages to service agencies as needed, if being funded for case management;
- Maintaining financial and client level records to support billings. Retain records for five years;
- Maintaining verification of need, income, and all other pertinent information as required by HUD and MSHDA in participant's file;
- Creating a housing stabilization plan for each participant receiving rental assistance;
- Providing case management to assist participants becoming stable in their housing;
- Ensuring that all staff participate in shared trainings as established and required;
- Maintaining required data in Access Data Base;
- Routinely reviewing and correcting data quality issues and monitoring outcome performance;
- Meeting with community partners on a regular basis to review progress/barriers;
- Ensuring that appropriate HAWC Team staff/partners attend trainings and community meetings;
- Following HAWC Policies and Procedures and responding to direction from the HAWC Executive Committee and HAWC Data Coordinator;
- Establishing a Release of Information that allows for complete monitoring of files as required by the grant for up to 24 months;
- Submitting quarterly Progress Reports that address specific performance outcomes supported by Access Data Base to the Grant Fiduciary as outlined in the grant contract and the MSHDA ESG 2014-2015 NOFA;
- Adhering to community process on prioritization and SPDAT implementation;
- Ensuring compliance with grant terms and providing the grant fiduciary and MSHDA access to financial and programmatic records.