



MEMORANDUM OF UNDERSTANDING

between

Kansas Statewide Homeless Coalition

and the

KS-507 Kansas Balance of State Continuum of Care (BoS CoC)

Project Applicant, _____

WHEREAS: The KS-507 Kansas Balance of State Continuum Care (BoS CoC) serves as a regional leadership body that coordinates resources and services, identifies needs, and disseminates best practices related to homelessness.

WHEREAS: The BoS CoC's Steering Committee implements a comprehensive homeless housing and service continuum of care (CoC) system in the 101 county Kansas Balance of State Continuum of Care that encompasses 101 counties in the State of Kansas, excluding, Wyandotte, Johnson, Shawnee, and Sedgwick;

WHEREAS: The BoS CoC Steering Committee promotes a commitment to the goal of ending homelessness that is region-wide, housing- focused, and data driven;

WHEREAS: As such the BoS CoC Steering Committee designated the Kansas Statewide Homeless Coalition (KSHC) to serve as the Lead Agency responsible for the coordination and oversight of CoC planning efforts and to serve as the Notice of Funding Opportunity (NOFO) Collaborative Applicant with the authority to certify and submit homeless-assistance funding applications to HUD;

WHEREAS: This memorandum of understanding (MOU) is entered into between KSHC, which serves as the CoC's collaborative applicant for NOFO grant funding, and the above-named applicant (the CoC Applicant).

GENERAL PROVISIONS

KSHC 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 the CoC annual NOFO competition.
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 and other homeless programs not funded through the



CoC. KSHC will work with the appointed HMIS Lead Agency to ensure that HMIS users receive technical assistance, training, and ongoing customer service.

5. Coordinate and leverage the Coordinated Entry System to ensure that individuals, families, youth, and veterans experiencing homelessness will have timely access to appropriate resources through a centralized, equitable, person-centered, and coordinated assessment and housing placement process that preserves choice and dignity.
6. Provide technical assistance and training to CoC Applicants to ensure compliance with HUD and CoC regulations, standards, and guidelines, and HUD-defined best practices.
7. Provide guidance, support and monitoring of provider agencies' programmatic and financial management to ensure compliance with the BOS CoC and HUD 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, facilitate and lead the work that is initiated by CoC committees and workgroups
10. In partnership with regional coordinators, lead the annual effort to conduct the regional Point-in-Time Homeless Count and Housing Inventory Count.
11. Provide training and networking events for CoC partners.
12. Advocate for homeless-assistance providers and those experiencing homelessness locally and nationally.

The CoC Applicant will:

In Relation to Funding

Understand that CoC funding allocations are made to serve the needs of the homeless in the community rather than individual programs. The CoC may choose to reallocate funding (e.g., if a project underperforms or no longer filled a gap in the community). Reallocation allows CoCs to move funds in whole (eliminated) or in part (reduced) from eligible renewal projects to create one or more new projects. Additionally, the BoS CoC Steering Committee must approve or disapprove an applicant's decision to voluntarily reallocate its program.

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 services utilizing one or more Evidence-Based Practices (EBP), or promising practices, to the target

Commented [BE1]: Would like to re-visit this. Can we reword so that it talks more to performance standards. Right now it sounds like it's talking specifically the Supportive Services budget items. Also, "provide transportation", we're going to require agencies to provide transportation to all participants? What if that is outside of an agency's capacity due to area covered?



client group to be delivered 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. 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. Dedicate a staff person to ensure that regional coordinators are working with agencies to ensure that children are enrolled in school and connected to 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

1. 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.
2. Ensure 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.
3. 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

1. Comply with business rules developed for the Coordinated Entry System (CES), the region's assessment and housing placement system. All CoC-funded units (new and turnover) must be sent through the Coordinated Entry System for client matches.
2. CoC programs and agencies are required to abide by Housing First principles.
3. Accept participants with zero income. Program 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 remove participants from the program solely because income is not gained.
4. Not charge more than 30 percent of a client's income in rent in permanent supportive housing projects.
5. 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 (except in Recovery Housing programs) 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.

In Relation to HMIS



6. 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 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 is also used to produce the Annual Performance Reports (APR) that the BoS CoC submits to HUD, as well as the BoS CoC’s contribution to the Annual Homeless Assessment Report to Congress (AHAR).

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

- Entering data that is timely, accurate, and complete.
- Correcting data monthly as prescribed in monthly Data Quality Reports.
- Entering complete entry and 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.

In Relation to CoC Participation

7. The CoC Applicant agrees to participate in the annual Point-in-Time (PIT) Homeless Count and Survey by:
 - Surveying 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 the BoS CoC 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 sheltered clients accurately, completely, and in a timely manner.
8. The CoC Applicant agrees to participate in the CoC’s administrative, planning, training, and policy making activities, which may include:
 - Mandatory CoC membership meetings
 - CoC committee and work-group meetings
 - Coordinated Entry meetings
 - CoC trainings
 - HMIS User Group meetings
9. For each of its projects receiving funding through the CoC, the CoC Applicant agrees to provide the following documentation (submission of these documents will be confirmed during monitoring and during the CoC annual



competition):

- 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 Annual Performance Report submitted to HUD at the end of each grant year within five days of submission
- Approved Grant Amendments within five days of going into effect
- Annual Agency Audits
- Results of HUD monitoring
- Coordinated Entry Partner Agreement

10. The CoC Applicant agrees to participate in annual BoS CoC program monitoring activities. These will include site visits, desk 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 the BoS CoC needs and requests to ensure compliance with federal funding regulations. See Appendix A for KS-507 BoS CoC Monitoring and Technical Assistance Guidelines and Appendix B for KS-507 BoS CoC Monitoring Checklist Tool.

CONFIDENTIALITY

Both parties agree that they shall be bound by, and shall abide by, all applicable federal and Kansas 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 project(s) funded through the BoS CoC are terminated unless the MOU is terminated by mutual agreement in writing prior to this date.



Kansas Statewide
Homeless Coalition

Highest Ranking Official Signature

Kansas Statewide Homeless Coalition Signature

Printed Name

Printed Name

Title

Title

Date

Date