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[www.homelesshouston.org](http://www.homelesshouston.org)

Coalition for the Homeless of Houston/Harris County  
Department of Housing and Urban Development (HUD)  
Continuum of Care (CoC) Program

Memorandum of Understanding between the **Coalition for the Homeless of Houston/Harris County**  
and \_\_\_\_\_ (Project Applicant)

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## PURPOSE

The CoC Program is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, States, and local governments to quickly re-house homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among individuals and families experiencing homelessness.

This memorandum of understanding (MOU) is entered into by the Coalition for the Homeless of Houston/Harris County (CFTH) and Project Applicant. The purpose of this MOU is to set forth expectations and responsibilities of CFTH and Project Applicant as Project Applicant seeks funding from HUD under the CoC Program.

## GENERAL PROVISIONS

### CFTH will:

- 1) Serve as the CoC Lead Agency responsible for the coordination and oversight of the CoC planning efforts, and has the authority to certify and submit the CoC homeless assistance funding application.
- 2) Coordinate and leverage the Homeless Information Management System (HIMS) as a data collection and, eventually, coordinated intake tool, to capture client-level, system-wide information over time on the characteristics and services needs of the homeless persons to be served within the funded programs.
- 3) Provide technical assistance and training to provider agencies to ensure compliance with HUD CoC regulations, standards, and guidelines.
- 4) Monitor provider agencies' programmatic and financial management to ensure compliance with HUD CoC regulations, standards, and guidelines.
- 5) Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are homeless.



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**Project Applicant will:**

**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 skills and/or income;
  - c. Help participants achieve greater self-determination, enabling the participants to gain needed confidence to make the transition out of homelessness.
2. **Provide a combination of one or more Evidence-Based Practices (EBP)** or promising practices for the target client group to be implemented in case management and other supportive services provided by the grantee or sub-contracted
3. **Provide services in a culturally competent and inclusive context.** The people that the permanent supportive housing program is designed to serve are almost by definition marginalized and excluded from their communities and mainstream society. Bringing them into housing and offering meaningful services requires providers to bridge cultural, language, and other barriers.
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 other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
5. Designate a staff person to ensure that children are enrolled in school and connected to the 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.

**Applicable to CoC Funded Permanent Supportive Housing Projects**

6. To be able to engage and help stabilize people who have a history of trauma, **permanent housing programs need to be trauma-informed.** This means training 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 safe, nonthreatening environments.
7. **Separation of housing and services** underpins the supportive housing model. Property management functions and support services are handled by separate staff, and often even by different organizations. They coordinate with one another but clearly differentiate the roles of property manager and service provider.
8. **Eligibility and continued tenancy** is not dependent on participation in services provided, rather on the requirements of tenancy.

**Client Eligibility – Applicable to CoC Funded Housing Projects**

1. **Move clients into permanent housing directly from streets and shelters** without preconditions of treatment acceptance or compliance.
2. Upon implementation of the **Coordinated Access** program for the Continuum of Care's homeless residential system, funded programs must comply with business rules developed, and the sole means of accepting clients into the program will be through the Coordinated Intake system.
3. **Programs are required to accept tenants with zero income**, and may have the goal of helping clients obtain income through benefits or employment to contribute to rent once admitted but may not un-enroll tenants from the program solely because income is not gained.



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4. **For Permanent Housing Projects only, clients may not be unenrolled from the program for reasons other than non-compliance with the basic lease agreement.** For example, clients are allowed to have alcohol in their homes and may not be unenrolled unless their behavior would cause eviction by the landlord.

## HMIS

The Homeless Management Information System (HMIS) is a critical tool used for tracking program participation, and the data collected therein can be analyzed to report on program, agency, and community-level outcomes—requirements now mandated by most public and private funders of homeless services.

In addition, HMIS data is used to produce the Annual Progress Report (APR) and the Houston/Harris County Continuum of Care's submission for the Annual Homeless Assessment Report to Congress (AHAR) and quarterly PULSE reports. It is also used for reconciliation of the annual Point-in-Time Count each January. Finally, it is anticipated that the Coordinated Intake system will be dependent on the housing utilization tools within HMIS.

Therefore, due to the importance of data collection as outlined above, all CoC-funded projects are required to participate in HMIS in accordance with the data entry guidelines set by the HMIS Lead Agency ("the Coalition for the Homeless"). These guidelines include, but are not limited to:

1. The timely and accurate entry of data;
2. A complete exit assessment with exit destination and updated housing status; and
3. The maintenance of client information confidentiality.

In addition to providing all HUD mandatory data, agencies should strive to collect the maximum data elements for all clients.

## CoC Participation

1. The applicant agency agrees to participate in the Annual Point-In-Time Count by:
  - a) Volunteering agency staff to perform the unsheltered count
  - b) Completing the Housing Inventory Chart for the shelter count
  - c) Participating in Gaps Analysis and Needs Assessment
2. The applicant agency agrees to participate in CoC planning, policy, and strategy activities including but not limited to Provider and HMIS Forums.

## Documentation and Monitoring

For each program funded through the Continuum of Care Program the applicant agency agrees to provide the following documents:

1. Final Technical Submission sent to HUD for any NEW projects awarded;
2. Signed Grant Agreement for Awards within five days of agreement execution;
3. Copy of APR submitted to HUD at the end of each grant year within five days of *e-snaps* submission;
4. Approved Substantial Grant Amendments within five days of amendment execution; and
5. Annual Agency Audits

The applicant agency agrees to site and monitoring visits to review project eligibility and quality threshold requirements by providing the necessary information and required documentation as requested by the Coalition for the Homeless of Houston/Harris County to ensure compliance with federal funding regulations.



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### CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this agreement for any purpose connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

### EQUAL OPPORTUNITY

Both parties mutually agree to be bound by and abide by all applicable anti-discrimination statutes, regulations, policies, and procedures as may be applicable under any Federal or State contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted by the agency.

### 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 strategic and long-term goals of the project.

This MOU can be expanded, modified, or amended, as needed, at any time by the consent of both agencies.

This MOU shall be in effect until the end of this project unless terminated by mutual agreement in writing prior to the project end date.

Fort Bend County  
By: [Signature]  
Name: Robert E. Hebert  
Title: County Judge  
Date: 12-17-2013

### COALITION FOR THE HOMELESS OF HOUSTON/HARRIS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_