

MEMORANDUM OF UNDERSTANDING

between

KS-507 Balance of State Continuum of Care Steering Committee

and the

Kansas Statewide Homeless Coalition

as the Collaborative Applicant

WHEREAS the Kansas Balance of State Continuum of Care Membership adopted a Governance Charter on January 6, 2021, that established a new and separate steering committee to govern the Kansas Balance of State Continuum of Care membership.

WHEREAS the CoC Steering Committee shall serve the geographic area of the Kansas Balance of State Continuum of Care KS-507, which includes 101 counties in the state of Kansas, excluding the counties of Shawnee, Wyandotte, Johnson, and Sedgwick.

WHEREAS the CoC Steering Committee shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development requirements detailed in 24 CFR Part 578.1 to designate a CoC Lead Agency to serve as the Collaborative Applicant to operate the Continuum of Care, to support year-round Continuum of Care planning of homeless and homeless prevention housing and services.

WHEREAS the Kansas Statewide Homeless Coalition, (KSHC), a 501(c)(3), has been designated as the Collaborative Applicant by the CoC Membership, and as such, shall manage the required HUD process on behalf of the CoC Steering Committee to ensure the maximum amount of funds are received by the KS BoS CoC jurisdiction.

WHEREAS KSHC will ensure and guide the CoC to ensure that all efforts and policies are compliant with all applicable HUD rules and regulations.

WHEREAS the Kansas Statewide Homeless Coalition was designated as the Coordinated Entry System (CES) Lead Agency for the Coordinated Entry System through a CoC membership vote and designation,

WHEREAS the Kansas Statewide Homeless Coalition is the sole eligible applicant for HUD CoC Planning Grant funds and has been designated as the Fiscal Agent for the administration of the CoC Planning Funds to include administration and staff needs for CoC operations.

Therefore, the parties agree to the following:

ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT:

Primary Responsibilities:

- I. Keep the CoC Steering Committee, CoC committees and all workgroups up to date on relevant changes in HUD rules and regulations and guidance to ensure CoC compliance.
- II. Provide a Collaborative Applicant/CoC Planning report including staff allocation support annually.
- III. Complete the HUD CoC Collaborative Application through the competitive CoC Program NOFO
- IV. Provide staff support and training for all CoC committees and workgroups:
 - a. Committees:
 - i. Steering Committee
 - ii. Nominations and Membership Committee
 - iii. Performance and Compliance Committee
 - iv. HMIS Committees
 - v. Coordinated Entry Committee
 - vi. Equity Committee
 - vii. Others to be determined
 - b. Workgroups:
 - i. Domestic Violence
 - ii. Mainstream Benefits
 - iii. Vets at Home
 - iv. Others to be determined
- V. Assist the Performance and Compliance Committee in establishing funding priorities for the competitive application based on needs through a fair, objective, and transparent process, establishing and implementing funding thresholds, and developing the most appropriate rank and review tool for the rank and review process. Oversee the rank and review process and its implementation, including, registering for the competition, seating, and vetting an appropriate rank and review panel with the guidance of the CoC committees.
- VI. Conduct performance monitoring, evaluation and reporting of all CoC funded programs utilizing the process developed by the Performance and Compliance Committee.
- VII. Assist the CoC with any needs assessment, gap assessment or research to determine funding priorities.
- VIII. Assist with and ensure each of the eight regions have support, coordinated entry, training and regional coordinators to assist with regional efforts to end homelessness and the CES process.
- IX. Coordinate with the CES Lead Agency to operate the CES in compliance with the HUD CES Grant Agreement and data collection and reporting standards until funding ends or another CES grant recipient is selected.
- X. Coordinate with Membership and Nominations Committee to distribute and promote CoC membership information for new members from within the CoC's geographic area, at least annually.
- XI. Coordinate Point-in-Time (PIT) and Housing Inventory Count (HIC) implementation by working with the regions, conducting training, recruiting agencies and volunteers, adhering to client confidentiality requirements, and submitting the PIT and HIC to HUD.

- XII. Produce Annual Reports including:
 - i. Point-in-Time Count (PIT)
 - ii. Housing Inventory Count (HIC)
 - iii. CoC Program Grant Score Debrief and Improvement Recommendation
 - iv. LSA HMIS and performance report
 - v. Annual Performance Report for CES and planning grant
 - vi. System Performance Measures
 - vii. CAPER report on behalf of CoC to KHRC
 - viii. Annual Report for CoC
- XIII. Provide Homeless Management Information System (HMIS) support to the designated HMIS Lead Agency. Collaborate on use and access to the designated HMIS System. Collaborate with HMIS Committees to ensure HMIS compliance for quality, integrity, reporting and dissemination of all HMIS information to the CoC Steering Committee and membership.
 - i. Maintain HMIS system written agreement until:
 - 1. HMIS Lead Agency is reassigned
 - 2. HMIS Vendor is reassigned.
- XIV. Assist the HMIS Lead Agency to operate the HMIS system to maintain compliance with the HUD HMIS CoC Program Grant, data collection, reporting standards and evaluation.
- XV. Provide support to the CoC Steering Committee to review and update the governance charter at least annually.
- XVI. Assist the CoC Steering Committee with Strategic Planning and the Kansas Housing Resource Corporation (KHRC) with the Consolidated Plan to address and end homelessness across the Balance of State service area.
- XVII. Represent the CoC among HUD peers, other CoC's, ESG recipients and other organizations addressing homelessness in Kansas.
- XVIII. Maintain books of record and an accounting system that meets Generally Accepted Accounting Principles (GAAP) for reporting to the Kansas Balance of State CoC Steering Committee as relates to COC grants.
- XIX. Report, at least annually, to the Steering Committee for dissemination to the CoC on the resource allocation and activities to be able to assess the adequacy and availability of funding to provide the services required of the Collaborative Applicant.
- XX. Develop in cooperation with the Performance and Compliance committee performance targets appropriate for each population and program type based on HUD performance standards identified in HUD guidance, NOFOs, and notices, to provide to the CoC Steering Committee.
- XXI. Assist the CoC Steering Committee in drafting CoC written standards that align with best practices, HUD regulations and rules.
- XXII. Coordinate and facilitate collaboration, training, and technical assistance among agencies to ensure successful planning and partnerships in the Continuum of Care geographic area.
- XXIII. Maintain a contact list of CoC members, develop and maintain a website or domain dedicated to the business of the Kansas Balance of State CoC making it readily accessible to the CoC and Committee Leadership and user friendly to the public.
- XXIV. Conduct marketing, disseminate CoC information, provide website support and other valuable communication tools.
- XXV. Collaborate to secure and align local public and private funds, state funds, and federal funds to further the mission of the CoC and does not conflict with the CoC partner agencies.
- XXVI. Collaborate with the Steering Committee to provide written agency agreements for grant recipients.

ROLES AND RESPONSIBILITIES OF THE CoC STEERING COMMITTEE:

Primary Responsibilities:

- I. Ensure that the funds and resources needed by the Collaborative Applicant for its work outlined in the above roles and responsibilities are adequate and available.
- II. Ensure that any potential and/or perceived conflicts of interest are addressed in an effective, open, and timely manner.
- III. Collaborate to secure and align local public and private funds, state funds, and federal funds to further the mission of the CoC.
- IV. Review and approve the funding application and response to HUD's annual CoC Program NOFO for homelessness assistance resources.
- V. Collaborate with the Collaborative Applicant for the provision of the agency agreements for grant recipients.
- VI. Coordinate with the Collaborative Applicant to create and amend an annual planning timeline, data and measurable SMART goals with dates and parameters for success.
- VII. Approve policies and procedures for performance monitoring, evaluation, corrective action plans and reporting for all CoC funded programs.
- VIII. Approve CoC performance targets appropriate for each population and program type.
- IX. Approve written standards for CoC Partnering Agencies.
- X. Conduct an annual performance review of the Collaborative Applicant during the last quarter of the calendar year.

RESPONSIBILITIES OF BOTH PARTIES

Both entities enter into this agreement in good faith and with the intention of fulfilling their responsibilities and supporting one another. It is recognized that, in the normal course of business, circumstances will arise when one entity may be called upon to respond to a need or issue that is within the purview of the other entity or that may not be listed in the responsibilities listed above. In these cases, the first entity will communicate with the second entity before acting on that issue or expressing a position on the issue. Both entities will communicate and collaborate in good faith and in a timely manner to determine the most appropriate course of action. This process is intended to ensure mutually supportive collaboration and communication.

It is also recognized that the responsibilities detailed above represent key areas of focus but are not inclusive of all current and emerging responsibilities. When responsibilities not listed above present themselves, and multiple partners will be affected by the approach taken, the affected partners will communicate to determine the primary lead partner and best course of action.

GENERAL PROVISIONS

1. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
2. Entirety of Agreement. This Agreement, including any referenced documents or exhibits, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of, or amendment to, this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.
3. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
4. Compliance with Laws: The parties shall always comply with all applicable laws, federal, and state, county, municipal statues, ordinances, and regulations relating to this MOU, or which may affect the performance of this MOU.

5. Indemnification: Each party shall be responsible for the negligent acts or omissions of its officers, agents, directors, and employees to the extent allowable By law.
6. No Personal Liability: No officer, member, official, employee or agent of the Kansas Balance of State Continuum of Care or the Kansas Statewide Homeless Coalition shall be personally liable in connection with this MOU.
7. Governing Law: This MOU and all subsequent amendments shall be governed and construed in accordance with the laws of the State of Kansas. The exclusive venue for any dispute shall be Douglas County, Kansas.

DURATION AND RENEWAL

Except as provided in the TERMINATION section, the duration of the MOU shall be five years from date of signature and subject to extension or annual renewal. This agreement shall renew automatically unless either party gives notification pursuant to the TERMINATION section.

AMENDMENTS/NOTICES

This MOU may be amended in writing by either party and is in effect upon signature of both parties. Notices shall be mailed, emailed, or delivered to:

1. Chair of the Kansas Balance of State Continuum of Care Steering Committee
2. Executive Director of the Kansas Statewide Homeless Coalition

TERMINATION

Either party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other party. If the HUD CoC Program Planning Grant funds, relied upon to undertake activities described in the MOU, are withdrawn, or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 30 days by providing written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

Terms

1. The parties acknowledge that this MOU authorizes the Collaborative Applicant to enter into Planning Grants with HUD during the term of the MOU.
2. This MOU shall commence on the date of signing and shall continue for five (5) years unless this MOU is terminated sooner as permitted under this MOU.
 - a. On or prior to one year from the MOU expiration date, the CoC Steering Committee must provide written notice to the existing Collaborative Applicant if it elects to conduct a competitive process to determine the next Collaborative Applicant. If the CoC Steering Committee fails to provide such written notice, then the term of this MOU will be automatically extended for an additional five (5) year period.
 - b. If the CoC Steering Committee through its oversight process determines that the Collaborative Applicant has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the CoC Steering Committee may terminate this MOU with written notice to the Collaborative Applicant.
 - c. Should this MOU be terminated before the expiration date by the CoC Steering Committee, the Collaborative Applicant will be allowed to fulfill its obligations under its existing Planning Grant. The MOU termination date will coincide with the expiration date of the Planning Grant occurring immediately following the date of notice of termination.
 - d. The Collaborative Applicant may terminate this MOU for any reason by giving the CoC Steering Committee one (1) year prior written notice. In this case, the termination date will coincide with the expiration of the Planning Grant occurring immediately following the date of the notice plus one year.

- e. Upon termination for any reason, the Collaborative Applicant will participate in an expedient and professional transition of knowledge, documents, grants, and all other relevant information (even if not identified by name in this document) to the successor entity. This transition will also include a formal training period, terms of which will be negotiated by the parties involved, to facilitate the successful transfer of information with minimal disruption to the CoC.

X Beth Waddle

KS 507 BoS CoC Steering Committee Chair

DATE: 1/28/2022

X Christy M. Murphy

Collaborative Applicant, Kansas Statewide H...

DATE: 1/27/22