



MEMORANDUM OF UNDERSTANDING

between

Kansas Statewide Homeless Coalition

and the

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

Project Applicant,

_____,
for program grant # _____

Purpose

This Memorandum of Understanding (MOU) is made and entered into by and between the Kansas Statewide Homeless Coalition (Collaborative Applicant) and the Continuum of Care (CoC) Project Applicant as listed above. The purpose of this MOU is to outline the roles, responsibilities, and commitments of each party in support of the CoC's mission to end homelessness and to ensure compliance with HUD requirements, specifically as outlined in 24 CFR part 578 and 2 CFR part 200.

WHEREAS, the Kansas Statewide Homeless Coalition is committed to the goal of ending homelessness in the community and has been designated by the Continuum of Care (CoC) to submit the CoC Consolidated Application to HUD in accordance with 24 CFR 578.9; and

WHEREAS, the CoC Project Applicant funded under the CoC Program provide essential services and support to homeless individuals and families as specified in 24 CFR 578.37; and

WHEREAS, both parties recognize the importance of collaboration and coordination in achieving the goals of the CoC as mandated by 24 CFR 578.7; and

WHEREAS, the parties are committed to complying with all HUD requirements, ensuring the effective use of CoC Program funds as outlined in 2 CFR part 200;

WHEREAS, the CoC has designated the Kansas Housing Resource Corporation as the HMIS Lead, which has subcontracted with the Kansas Statewide Homeless Coalition to provide HMIS administration; and

WHEREAS, the CoC has designated the Kansas Statewide Homeless Coalition as the Coordinated Entry (CE) Lead;



Now, therefore, the Kansas Statewide Homeless Coalition and the CoC Project Applicant agree as follows:

Roles and Responsibilities

A. Responsibilities of the Kansas Statewide Homeless Coalition:

1. **Submission of Applications:** Prepare and submit the CoC Consolidated Application to HUD, ensuring accuracy and compliance with 24 CFR 578.9.
2. **Coordination:** Facilitate coordination among CoC members, subrecipients, and stakeholders to promote the effective implementation of CoC strategies as required by 24 CFR 578.7.
3. **Monitoring and Compliance:** Oversee compliance with HUD regulations, conduct regular monitoring of CoC Project Applicant, and ensure corrective actions are taken as needed per 24 CFR 578.103.
4. **Training and Support:** Provide training, technical assistance, and support to recipients and subrecipients to enhance program implementation and performance.
5. **HMIS Administration:** Administer the HMIS as subcontracted by the Kansas Housing Resource Corporation, ensuring data quality and compliance with HUD standards.

B. Responsibilities of the CoC Project Applicant:

1. **Implementation:** Execute CoC-funded projects in accordance with approved applications and HUD regulations, specifically 24 CFR 578.37.
2. **Performance Reporting:** Collect and report data on program performance and outcomes to the Collaborative Applicant and HUD as required by 24 CFR 578.103.
3. **Participation:** Actively participate in CoC planning, evaluation, and decision-making processes as specified in 24 CFR 578.7.
4. **Compliance:** Adhere to all HUD requirements, including financial management, procurement, and data collection standards per 2 CFR part 200.
5. **Coordinated Entry:** Ensure that 95% of all program enrollments are through the Coordinated Entry System and participate in all coordinated entry system meetings and activities.

C. Joint Responsibilities:

1. **CoC Planning:** Collaborate on the development and implementation of the CoC Plan, including setting goals, strategies, and performance benchmarks.
2. **Data Sharing:** Share relevant data and information to support CoC planning, reporting, and performance evaluation.
3. **Communication:** Maintain open and regular communication to address issues, share updates, and coordinate activities.



Scope of Services

This MOU covers the following services and activities to be provided by both parties in accordance with HUD regulations:

- CoC planning and coordination as outlined in 24 CFR 578.7.
- Submission of funding applications per 24 CFR 578.9.
- Monitoring and evaluation of CoC Project Applicant as required by 24 CFR 578.103.
- Data collection and reporting in compliance with 2 CFR part 200.
- Adherence to HUD regulations and guidelines.

Compliance with HUD Requirements

Both parties commit to maintaining compliance with all applicable HUD regulations and requirements, including but not limited to 24 CFR part 578 and 2 CFR part 200. The Kansas Statewide Homeless Coalition and CoC Project Applicant will ensure that all activities and expenditures are in alignment with HUD standards.

Funding and Financial Management for Programs

This section outlines the financial responsibilities, in compliance with 2 CFR part 200:

- The Kansas Statewide Homeless Coalition will monitor the allocation and distribution of CoC Program funds.
- The CoC Program will maintain accurate financial records and submit required financial reports to HUD per 2 CFR 200.302.
- Procedures for handling program income and expenditures will be established to ensure transparency and accountability as specified in 2 CFR 200.305.

Data Management and HMIS

Both parties will adhere to the CoC's data management policies, including the use of the Homeless Management Information System (HMIS) as required by 24 CFR 578.7(b). Data sharing agreements will be maintained to ensure the confidentiality and security of participant information in accordance with 24 CFR 578.103. CoC Project Applicant must sign an HMIS Data Agreement and a Coordinated Entry (CE) Data Agreement.

Procurement and Equipment Management

CoC Project Applicant will follow established procurement policies to ensure fair and open competition for goods and services as specified in 2 CFR 200.317-326. Equipment purchased with grant funds will be managed and disposed of in accordance with 2 CFR 200.313.



Monitoring and Evaluation

A. Responsibilities of the Kansas Statewide Homeless Coalition:

1. **Conducting Reviews:** Conduct regular monitoring reviews of CoC Project Applicant to ensure compliance with HUD regulations, specifically 24 CFR part 578 and 2 CFR part 200.
2. **Compliance Checks:** Regularly check for compliance with financial management, procurement, and programmatic requirements as specified in federal regulations (24 CFR 578.99 and 2 CFR part 200).
3. **Corrective Actions:** Identify any non-compliance issues and work with CoC Project Applicant to develop and implement corrective action plans in accordance with 24 CFR 578.103.
4. **Evaluation Activities:** Conduct performance review meetings, analyze data from HMIS and other sources, conduct site visits, and review Annual Performance Reports (APRs).

B. Responsibilities of the CoC Project Applicant:

1. **Self-Monitoring:** Implement internal monitoring procedures to ensure ongoing compliance with HUD requirements, including 24 CFR 578.99 and 24 CFR 578.103.
2. **Documentation:** Maintain all necessary documentation to demonstrate compliance with federal regulations, including financial records, participant data, and performance outcomes.
3. **Response to Reviews:** Cooperate with the Kansas Statewide Homeless Coalition during monitoring reviews and promptly address any findings or concerns raised during these reviews.
4. **Data Reporting:** Submit Annual Performance Reports (APRs) and other required documentation to the Kansas Statewide Homeless Coalition as needed for the NOFO.

C. Joint Responsibilities:

1. **Continuous Improvement:** Both parties will engage in continuous improvement processes, using data and feedback from monitoring reviews to enhance program performance and compliance.
2. **Training and Technical Assistance:** Collaborate on providing training and technical assistance to recipients and subrecipients to ensure understanding and adherence to HUD regulations.
3. **Planning Activities:** Participate in strategic planning sessions, needs assessments, coordinated entry system planning, and policy development to support CoC operations.

Conflict Resolution



Any disputes arising under this MOU will be addressed through mediation and conflict resolution strategies agreed upon by both parties. Efforts will be made to resolve conflicts amicably and in a timely manner, including a combination of internal mediation and external third-party mediation.

Duration and Termination

This MOU will be effective from the date of signing and will remain in effect for a period of the program grant, unless terminated earlier by either party with 30 days written notice. Amendments to this MOU may be made with the mutual consent of both parties.

Confidentiality

Both parties agree to maintain the confidentiality of all Personally Identifiable Information (PII) shared under this MOU. Confidential information shall not be disclosed to any third party without prior written consent from the other party, except as required by law.

Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees, arising out of or in any way connected with the performance of this MOU, except to the extent such claims, liabilities, or damages result from the gross negligence or willful misconduct of the indemnified party.

Amendments

This MOU may be amended only by mutual written agreement of both parties. Any amendments must be signed by authorized representatives of both the Kansas Statewide Homeless Coalition and the CoC Project Applicant and will become effective as of the date specified in the amendment.

Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Kansas. Any disputes arising under this MOU shall be resolved in a court of competent jurisdiction within the State of Kansas.

Miscellaneous

A. Severability: If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. B. Entire Agreement: This MOU



Kansas Statewide
Homeless Coalition

constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, or representations, whether written or oral.

Signatures and Authorization

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

Authorized Representative of Kansas Statewide Homeless Coalition

Date: _____

Signature: _____

Authorized Representative of CoC Project Applicant

Date: _____

Signature: _____