## COLLABORATIVE APPLICANT AGREEMENT BETWEEN

## MI-500 BALANCE OF STATE CONTINUUM OF CARE (MIBOSCOC)

#### **AND**

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA) (Collaborative Applicant)

WHEREAS THE Michigan Balance of State Continuum of Care (referred hereto as MIBOSCOC) adopted a Governance Charter on November 16, 2015 (rev. 11/9/17, 10/13/18, 10/1/19, 10/14/21);

WHEREAS MIBOSCOC shall serve the geographic area of MIBOSCOC MI-500, which includes 61 counties, to:

- Promote continuum-wide commitment to the goal of ending homelessness;
- Provide funding for efforts by nonprofit providers to rehouse homeless individuals and families
  rapidly while minimizing the trauma and dislocation caused to homeless individuals, families, and
  communities as a consequence of homelessness;
- Promote access to and effective use of mainstream programs by homeless individuals and families;
- Optimize self-sufficiency among individuals and families experiencing homelessness; and

WHEREAS the Governance Council shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CRF 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; and

WHEREAS the Michigan State Housing Development Authority (referred to as MSHDA) has been designated as the Collaborative Applicant by the Governance Council, and as such is the sole eligible applicant for HUD CoC funds, and shall manage the required HUD process on behalf of MIBOSCOC to ensure the maximum amount of funds are received by the CoC jurisdiction and that the CoC is in compliance with all applicable HUD rules and regulations;

WHEREAS the Michigan Coalition Against Homelessness (MCAH) has been designated as the Administrator of the Homeless Management Information System (HMIS) by MIBOSCOC;

WHEREAS MSHDA has been designated as the Fiscal Agent for the administration of MIBOSCOC planning grant funds as directed by MIBOSCOC;

WHEREAS MSHDA has been designated as the employer on record for the CoC Coordinator and shall be reimbursed for related employments costs subject to continued funding through the CoC Planning Grant; and, as such, shall provide office space, and other tools necessary for the CoC Coordinator to perform their duties;

WHEREAS day-to-day direction of the CoC Coordinator will be handled by the Collaborative Applicant with guidance from the Executive Committee of the CoC Governance Council, based on the goals and objectives of the CoC Governance Council, and according to the rules of the State of Michigan.

The parties agree to the following:

#### ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT:

- 1. Maintain financial records relating HUD grants and provide regular on-going financial reporting related to grants received for Homeless Management Information System (HMIS) and the Planning Grant per the expectations of the MIBOSCOC;
- 2. Inform MIBOSCOC of HUD notices, interim rules, and changes to HUD regulations;
- 3. Provide a full and complete accounting of expenditures and balances of the Planning Grant, via the Coordinator;
- 4. Assist with the HUD CoC Program Grant application process, as requested by MIBOSCOC;
- 5. Share information provided to the Collaborative Applicant by HUD related to CoC performance;
- 6. Share information with MIBOSCOC related to significant performance concerns of ESG sub recipients within the MIBOSCOC geographic area.
- 7. Contract with the Michigan Coalition Against Homelessness (MCAH) to serve as the HMIS Lead Agency, operating HMIS compliant with the HUD HMIS CoC Program Grant and data collection and reporting standards per the HMIS Joint Governance Charter.
  - a. The HMIS Lead Agency (MCAH) will be responsible for producing and submitting the CoC-wide HUD-required annual reports for the MIBOSCOC.

#### ROLES AND RESPONSIBILITIES OF THE MICHIGAN BALANCE OF STATE CONTINUUM OF CARE MI-500:

- 1. Ensure that the funds and resources needed by the Collaborative Applicant for its work outlined in the roles and responsibilities are adequate and available.
- 2. Establish funding priorities for CoC Program and ESG assistance through fair, objective, and transparent processes.
- Establish performance targets for each population and program type based on HUD
  performance standards identified in HUD guidance, NOFAs, and notices, as requested by
  MIBOSCOC.
- 4. Develop and approve policies and procedures for performance monitoring, evaluation, corrective plans and reporting for all CoC Program.
- 5. Review performance concerns from Collaborative Applicant and ESG sub recipients and provide technical assistance as needed to ESG recipients and sub recipients.
- 6. Ensure that any potential or perceived conflicts of interest are addressed in an effective, open, and timely manner.
- 7. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
- 8. Review, approve, and prioritize funding allocations in response to HUD NOFOs for the CoC Program.
- 9. Approve written standards for administering assistance for emergency and permanent housing interventions (e.g. RRH, PSH).

- 10. Cultivate diverse board membership as provided for in the Governance Charter and provide support to foster engagement and participation.
- 11. Conduct outreach efforts to educate stakeholders regarding the role of MIBOSCOC and its Local Planning Bodies.

#### **DURATION AND RENEWAL**

Except as provided in the TERMINATION section, the duration of the MOU shall be from August 1, 2021 through July 31, 2022. This agreement shall be reviewed annually.

## AMENDMENTS/NOTICES

The MOU may be amended in writing by either party and it is in effect upon signature of both parties.

Notices shall be mailed, emailed or delivered to:

- 1. Chair of the MIBOSCOC
- 2. Authorized Representative of the Michigan State Housing Development Authority

### **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 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.

Signatures:

Lisa Kimmus						م	March 1, 2022		
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Collaborative Applicant

Date

Lisa Kemmis, Director Rental Assistance and Homeless Solutions

Michigan State Housing Development Authority

3/3/2022

Balance of State Continuum of Care

Date

Eva Rohlman, Chair

Michigan Balance of State Continuum of Care

## MI-500 Balance of State CoC (MI BOSCOC) Coordinator

## **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- 1. Receive daily work assignments from the MIBOSCOC Chair.
- 2. Contribute to ongoing quality improvement of the MIBOSCOC.
- 3. Maintain, update and develop agenda and minutes for MIBOSCOC functions.
- 4. Coordinate and schedule Executive Committee, full membership, and subcommittee meetings.
- 5. Organize annual membership meeting.
- 6. Send out reminders and related materials for all meetings.
- 7. Support the efforts of the MIBOSCOC subcommittees.
- 8. Record minutes for all meetings and make available for posting/circulation as soon as possible following each meeting.
- 9. Disseminate information relating to the MIBOSCOC to its members, local planning bodies, and other interested parties.
- 10. Facilitate the regular maintenance of the MIBOSCOC website.
- 11. Create and promote success stories of the MIBOSCOC.
- 12. Encourage collaboration among local planning bodies, local agencies, and the MIBOSCOC.
- 13. Work with the Michigan Coalition Against Homelessness and local area coordinators to provide education and coordination of PIT events.
- 14. Create strategies to ensure a more thorough PIT Count.
- 15. Coordinate, prepare, and maintain required documentation for MIBOSCOC functions in a timely and thorough manner.
- 16. Adhere to client confidentiality requirements and standards.
- 17. Coordinate MIBOSCOC-sponsored education/training for member agencies in areas of MIBOSCOC responsibility
- 18. Ensure that the needs of the MIBOSCOC are attended to in a timely manner.
- 19. Assist with Governance Council member recruitment, on-boarding, and support activities, including membership application, identification of alternates/proxies, and orientation, etc., as required by MIBOSCOC guidelines.

- 20. Schedule regular on-site visits to local planning bodies focusing on MIBOSCOC education.
- 21. Ensure accuracy and consistency with the agency's fiscal and billing procedures.
- 22. Maintain regular contact with the MIBOSCOC and MSHDA regarding grantee expenditures.
- 23. Participate in debrief sessions, supervisory and/or staff meetings, training and development opportunities as determined appropriate by the MIBOSCOC Executive Committee.
- 24. Attend applicable trainings as determined appropriate by the MIBOSCOC Executive Committee.
- 25. Through the direction of MIBOSCOC and MSHDA, facilitate work with consultants and other contractors to ensure all necessary materials are shared and contracts are able to be fulfilled.
- 26. Other duties as assigned by the MIBOSCOC Chair, Executive Committee, and Governance Council.