

Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes an agreement between the **Southwest Continuum of Care (SW CoC, MN 511)**—a collaborative planning body responsible for designing and coordinating the homeless response system of counties; and **Southwest Minnesota Housing Partnership**—a tax-exempt 501(c)3 nonprofit Minnesota corporation located at 2401 Broadway Avenue, Slayton, MN 56172.

RECITALS

WHEREAS, SW CoC, as a Continuum of Care (CoC) program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and

WHEREAS, establishing a CoC, Section 578.5 describes how a CoC is established. Representatives from relevant organizations within the geographic area shall establish a CoC. Representatives will include nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, tribal governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals, and the HMIS lead agency.

WHEREAS, must establish a board to act on behalf of the Continuum using the process established as a requirement by Section 578.7(a)(3) and must comply with the conflict-of-interest requirements, Section 578.95(b), and

WHEREAS, the MN 511 CoC Governing Board was established by representatives from relevant organizations to serve the geographic area of counties: Rock, Lyon, Pipestone, Murray, Nobles, Lincoln, Redwood, Cottonwood, Jackson, Renville, Kandiyohi, Meeker, McCleod, Big Stone, Swift, Chippewa, Lac qui Parle, and Yellow Medicine within the State of Minnesota to:

- Promote community-wide commitment to the goal of ending homelessness;
- Provide funding for efforts by nonprofit providers, State and local governments to rapidly rehouse homeless individuals and families 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 CoC Governing Board has the responsibilities to:

- Operate the CoC;
- Design and operate a Coordinated Entry (CE) System;
- Design and operate a Homeless Management Information System (HMIS);
- Conduct CoC planning; and
- Develop a Violence Against Women Act (VAWA) emergency Transfer Plan

WHEREAS, the CoC Governing Board, Section 578.9, must prepare an application for fund and designate an eligible applicant to be the Collaborative Applicant, and

WHEREAS, the CoC Governing Board is Governed by the MN 511 CoC Governance Charter, last amended January 2023, and

WHEREAS, SW CoC's mission is to coordinate the response of the CoC's geographic area to homelessness and maximize access to funding from the US Department of Housing and Urban Development McKinney-Vento Continuum of Care competition; and

WHEREAS, SW CoC’s vision is to work together to create a livable community, where shelters are used only for emergency transitions and every family and individual has a permanent place to live; and

WHEREAS, Southwest Minnesota Housing Partnership is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”), formed for purposes of

WHEREAS, Southwest Minnesota Housing Partnership has been designated as the CoC Collaborative Applicant by Resolution of the CoC Governing Board and, as such, is the sole eligible applicant for the Housing and Urban Development (HUD) CoC Grant Funds, and in this role, may also serve as fiscal host/agency for government and charitable contributions and grants and has been designated by the SW CoC Governing Board through formal Resolution to host the CoC Coordinator position and the Coordinated Entry position;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, SW CoC and Southwest Minnesota Housing Partnership (the “Parties”), hereby agree as follows:

I. PURPOSE

The Parties agree that Southwest Minnesota Housing Partnership and SW CoC are entering into this agreement for: Southwest Minnesota Housing Partnership to serve as the CoC Collaborative Applicant, CoC Planning Grant Applicant, and Coordinated Entry Grant Applicant and serve as the host agency for CoC Staff positions, which include the CoC Coordinator and the Coordinated Entry position.

II. TERM OF AGREEMENT

A. Effective Date. This agreement takes effect on April 1, 2024 or the latest signature date provided in this agreement, upon which this agreement is formally executed.

B. Expiration Date. This agreement shall expire on March 30, 2025 unless ended earlier by clause VIII. This agreement will automatically renew annually. If there is a change to funding during the course of the agreement, an amendment should be requested as described in clause VIII.

III. SOUTHWEST CoC GOVERNING BOARD ROLES & RESPONSIBILITIES

As part of this agreement, SW CoC Governing Board members agree to the following roles and responsibilities:

A. Operation of the CoC:

1. Hold meetings of the full membership, with published agendas, at least semi-annually;
2. Issue a public invitation annually for new members within the geographic area to join the CoC;
3. Adopt and follow a written process to select a CoC Governing Board member; and review, update, and approve the process at least every five (5) years;
4. Appoint additional committees, subcommittees, and workgroups;
5. Adopt, follow, and update all policies and procedures needed to create:
 - a) Governance Charter,
 - b) Memorandum of Understanding (MOU),
 - c) Code of Conduct,
 - d) Comply with designing and operating an HMIS and other HMIS requirements prescribed by HUD;
 - e) Each of the above deliverables will be conducted in consultation with the CoC Board, Collaborative Applicant, CoC Coordinator, and the HMIS Lead, as needed;
6. For the CoC and Emergency Solution Grant (ESG) grants, establish performance targets appropriate for population and program type in consultation with the persons with lived experience, recipients, and subrecipients, monitor recipient and subrecipient performance, evaluate outcomes, take actions to address poor performance, and report to HUD;

7. Establish and operate a centralized or Coordinated Entry (CE) system in consultation with the Directors Council and recipients of CoC and ESG funds and establish and follow written standards for providing CoC assistance in consultation with recipients of ESG funds;
 8. Designate, guide, provide input, set priorities, and providing feedback on the performance of the CoC Coordinator and CE planner positions with appropriate input from persons with lived experience, Collaborative Applicant, and the CoC Coordinator host organization. This may include:
 - a) As CoC Staff vacancies occur,
 - (1) SW CoC Governing Board will play a prominent role in supporting Southwest Minnesota Housing Partnership in the hiring process (job description development, résumé review, interviews, candidate selection), and
 - b) SW CoC Governing Board will be responsible for maintaining required activities to support CoC grants and planning. While Southwest Minnesota Housing Partnership will seek to support such activities, the sole responsibility for monitoring and implementation of activities shall reside with SW CoC Governing Board.
 - c) SW CoC Governing Board will support Southwest Minnesota Housing Partnership in monitoring and evaluating the SW CoC Staff positions on at least an annual basis.
 - d) SW CoC Governing Board is responsible for providing direction and feedback to the work of the CoC Coordinator. While it is Southwest Minnesota Housing Partnership's responsibility, as CoC Coordinator Host, to support the CoC Coordinator in following the direction of SW CoC Governing Board, SW CoC membership has the sole authority to establish priorities and direction for the CoC Coordinator.
 9. During any period where the CoC Coordinator position or Coordinated Entry planner positions are vacant, the roles and responsibilities of these positions (as outlined in Attachment A and B) fall under Southwest Minnesota Housing Partnership and supported by the Governing Board.
- B. Designation and Operation of an HMIS:
1. Designate a single HMIS for SW CoC's geographic area and designate an eligible applicant to manage SW CoC's HMIS, also referred to as HMIS Lead;
 2. Review, revise, and approve privacy, security, and data quality plans;
 3. Ensure consistent participation of recipients and subrecipients in HMIS and ensure that HMIS is administered in compliance with HUD requirements.
- C. CoC Planning:
1. Coordinate implementation of a housing and service system that meets the needs of homeless individuals and families;
 2. Conduct an annual Point-in-Time (PIT) count of persons experiencing homelessness that meets HUD requirements;
 3. Conduct an annual gaps analysis of homelessness needs and services;
 4. Provide information required to complete the Consolidated Plan(s);
 5. Consult with State and local ESG recipients in the geographic area on the plan for allocating ESG funds and reporting and evaluating performance of the ESG program; and
 6. Develop and implement a CE system according to Section 578.7(c)(1).
- D. Preparation of CoC Application for Funds:
1. Design, operate, and follow a collaborative process for the development of applications in response to a CoC program Notice of Funding Opportunity (NOFO);
 2. Establish priorities for funding projects; and
 3. Designate the Collaborative Applicant to submit the application.
- E. Secure matching funding for HUD Planning and Coordinated Entry Grants
1. SW CoC Governing Board is responsible for securing matching funding for the HUD-CoC Planning Grant and for the funding needed to support activities of persons with lived experience participation. While Southwest Minnesota Housing Partnership and the CoC Coordinator may have a role in supporting

activities to identify needed funding, ultimate responsibility for securing these funds is that of the SW CoC Governing Board.

2. SW CoC Governing Board is responsible for identifying and securing long-term cash match funding for the Coordinated Entry grant.

IV. SOUTHWEST MINNESOTA HOUSING PARTNERSHIP ROLES & RESPONSIBILITIES

Where identified by SW CoC membership to serve as applicant or fiscal host and has been assigned by the SW CoC Governing Board to host the following staff positions (Continuum of Care Coordinator, Coordinated Entry Staff) to support their collaborative work. Southwest Minnesota Housing Partnership agrees to the following roles and responsibilities:

- A. Submit MN-511's Collaborative Application in E-SNAPS, after approval by the SW CoC Governing Board;
- B. Serve as the Grantee for the HUD Planning Grant, HUD Coordinated Entry grants, and other SW CoC projects as identified by SW CoC and agreed to by Southwest Minnesota Housing Partnership. In this role:
 - 1. Southwest Minnesota Housing Partnership will maintain matching fund support to the Coordinated Entry grants;
 - 2. Southwest Minnesota Housing Partnership will provide necessary organizational documentation for grant solicitations;
 - 3. Southwest Minnesota Housing Partnership may enter into and adhere to grant agreements to secure funding for SW CoC activities;
 - 4. Southwest Minnesota Housing Partnership will ensure that all funding managed as applicant or fiscal host will be reported as contributions to Southwest Minnesota Housing Partnership as required by law as a 501(c)(3) organization;
 - 5. Southwest Minnesota Housing Partnership agrees to notify SW CoC membership of any change in its tax-exempt status;
 - 6. Southwest Minnesota Housing Partnership agrees to monitor the use of the funds received on behalf of SW CoC and will comply with all federal or state reporting standards. Any changes in the purpose for which grant funds are spent must be approved in writing by SW CoC before implementation. SW CoC retains the right, if Southwest Minnesota Housing Partnership breaches this Agreement, or if Southwest Minnesota Housing Partnership jeopardizes SW CoC's or SW CoC member's legal status, reputation or credibility to withhold, withdraw, or demand immediate return of grant funds;
 - 7. Southwest Minnesota Housing Partnership will manage and account for all SW CoC funding separately, restricted from other organizational finances;
 - 8. As fiscal sponsor or applicant, Southwest Minnesota Housing Partnership will retain discretion and control over the funds;
 - 9. Southwest Minnesota Housing Partnership may collect reimbursement for expenses incurred from SW CoC Planning Grant, Coordinated Entry grants, and other fiscal host activities. All expenses must be in accordance with budgets established with SW CoC. Administrative fees may not exceed the maximum the funder will allow;
 - 10. Southwest Minnesota Housing Partnership will report to SW CoC at least annually or as requested on the financial status of grants that Southwest Minnesota Housing Partnership is managing as applicant or fiscal host. This reporting can align with the format the funder requires and timing can align with funder required reporting; and
 - 11. Conduct subrecipient monitoring for General Recordkeeping and Financial Records, as applicable.
- C. Southwest Minnesota Housing Partnership will lead a solicitation and selection process to identify the best candidates to fill the SW Continuum of Care Coordinator Position and Coordinated Entry Staff. This will include but is not limited to:
 - 1. Development of a job description;
 - 2. Marketing a job opening announcement;
 - 3. Leading an interview process;
 - 4. Developing candidate selection criteria; and
 - 5. Facilitating a Candidate Selection Committee.

- D. Southwest Minnesota Housing Partnership will hire (or enter into contract) with the selected candidates. This will include but is not limited to:
1. Negotiating salary and benefits or contracted worker reimbursement rate;
 2. Collecting tax and employment documentation (where necessary); and
 3. Securing Workers Comp and liability insurances, where needed, to support the position.
- E. Southwest Minnesota Housing Partnership will provide timely and accurate financial management for all expenses related to the SW CoC positions. This will include but is not limited to:
1. Developing and approving annual budgets;
 2. Maintaining and processing payroll, workers compensation, unemployment insurance, health coverage, etc;
 3. Ensuring SW CoC staff expenses are for legitimate purposes that support SW CoC functions;
 4. Provide timely and accurate accounting for all SW CoC staff expenses;
 5. Provide timely 1099/W2 documents to the SW CoC staff; and
- F. Southwest Minnesota Housing Partnership will provide regular supervision and support to the SW CoC staff to ensure that they are able to perform and excel in their role. This will include but is not limited to:
1. Ensure that the CoC Coordinator is adhering to responsibilities identified annually by the SW CoC Governing Board (as indicated in Attachment A);
 2. Conduct regular (at least bi-weekly) check-in meetings with SW CoC staff to monitor progress and assist with problem-solving;
 3. Ensure that there are steps/mechanisms in place for SW CoC staff to collect and take direction from SW CoC members on their work;
 4. Provide demand/response support to SW CoC staff to aid in their program work;
 5. Provide and/or secure consultant technical assistance expertise (where needed) to assist SW CoC staff in navigating HUD policy and funding opportunities and barriers;
 6. Identify and support opportunities for professional and personal development for SW CoC Staff;
 7. Facilitate or support a strategic planning retreat with SW CoC staff (at least annually);
 8. Work with the SW CoC Governing Board to conduct a performance evaluation process for SW CoC staff; and
 9. Execute corrective actions plans and/or dismiss persons filling SW CoC staff positions should job performance require such action.
- G. Southwest Minnesota Housing Partnership will provide transition support to SW CoC during any period of time during which CoC Coordinator or CE Planner positions are vacant. Ultimate responsibility for the roles and responsibilities of these positions, however, will be SW CoC's. Transition support may include:
1. Monitoring and/or performing tasks identified in Attachment A and/or B.
 2. Establishing and supervising contracts with consultants who can perform activities identified in Attachment A and/or B.
- H. Southwest Minnesota Housing Partnership will assist SW CoC Staff in application and reporting duties. This will include but is not limited to:
1. Direct and monitor SW CoC staff involvement in HUD-CoC Planning Grant and Coordinated Entry renewal applications;
 2. Direct and monitor SW CoC staff involvement in identifying and drafting applications for matching funding and other new funding that is dedicated to SW CoC planning and coordinated entry activities; and
 3. Direct and monitor SW CoC staff involvement in draft and submitting reports for existing grants.

V. LOBBYING

All Parties must adhere to lobbying restrictions as defined in 26 U.S. Code § 501.

VI. INDEMNIFICATION

Each Party shall, to the extent allowed by law, defend, indemnify, and hold harmless the other from and against any and all claims, losses, causes of action, judgments, damages and expenses to the extent caused by the negligent actions or

omissions of the indemnifying party, its employees, officers, or agents for which the indemnifying Party would be liable in law or equity.

VII. AUDIT AND MONITORING PROCEDURES; MAINTENANCE OF RECORDS

A. The Parties agree that SW CoC or any of its duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of Southwest Minnesota Housing Partnership which are relevant to this MOU.

B. Southwest Minnesota Housing Partnership will maintain financial records through an accounting system that allows for separate tracking and reporting of all direct and indirect costs incurred by Southwest Minnesota Housing Partnership or its approved subcontractors in performance of this MOU, as well as books, records, documents, and accounting procedures and practices of Southwest Minnesota Housing Partnership and their employees, agents, or subcontractors relevant to this MOU. Such records must be maintained for a minimum of six (6) years from the effective date of termination of this MOU.

C. Upon written request, access to the financial records contemplated above will be extended beyond normal business hours with respect to any records that are identified in such written request as the actual or potential subject of an investigation. Southwest Minnesota Housing Partnership will provide records or copies of records requested by SW CoC within ten (10) business days from the date such request is made.

VIII. SOUTHWEST MINNSOTA HOUSING PARTNERSHIP REPRESENTATIONS

Southwest Minnesota Housing Partnership represent that:

A. Southwest Minnesota Housing Partnership is aware of no conflicts of interest or any other fact, circumstance or condition that would interfere with its ability to perform the work required under this Agreement. Southwest Minnesota Housing Partnership will not undertake any other obligations that conflict with their obligations under this Agreement, without the prior written consent of SW CoC.

B. All information that Southwest Minnesota Housing Partnership have provided to SW CoC with respect to its qualifications, experience, affiliations, or financial records is accurate and complete.

C. Southwest Minnesota Housing Partnership is qualified to perform the work required under this Agreement.

D. Southwest Minnesota Housing Partnership have disclosed to SW CoC in writing any circumstances that may delay or interfere with its performance of this Agreement.

E. Southwest Minnesota Housing Partnership are independent subcontractors and are engaged in their own business. During the Engagement Period, Southwest Minnesota Housing Partnership may provide services to any other organizations; provided that such work does not interfere with either party fulfilling their obligations under this Agreement in a timely and professional manner.

F. Southwest Minnesota Housing Partnership and its employees will comply with all applicable laws, ordinances, and regulations in performing Southwest Minnesota Housing Partnership's obligations under this Agreement.

IX. TERMINATION

SW CoC or Southwest Minnesota Housing Partnership may terminate this Agreement by giving 60 days written notice to the other parties. Each Party reserves the right to immediately terminate the Agreement in the event that either Party materially breaches the agreement. The termination shall be effective on the date specified in the notice of termination, but will not release any of the parties from fulfilling their responsibilities for time spent under this MOU.

X. AMENDMENTS

Amendments to this agreement may be made with 30 days written notice and upon agreement of all parties. This Agreement will remain in force until the end date within this MOU or it is terminated with 60 days written notice by any of the parties, whichever date is sooner.

XI. NOTICES

Any notice, demand or other communication under this Agreement shall be sufficiently given if it is in writing and dispatched by first class mail, postage prepaid, or delivered personally, addressed as follows:

Governing Board Co-Chair		Southwest Minnesota Housing Partnership Chief Operating Officer
Michelle Jensen		Kristie Blankenship

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Southwest Minnesota Continuum of Care

Southwest Minnesota Housing Partnership

Governing Board Co-Chair

Chief Operating Officer

MJensen 4/15/24

Insert Date



Insert Date

4.15.2024

ATTACHMENT A

Roles and Responsibilities of the CoC Coordinator

- A. Manage and staff the CoC and all associated projects and support work, including meeting preparation, facilitation, and creating accountability for action items;
- B. Maintain CoC Board and CoC Committee meeting agendas and minutes in a timely manner with distribution taking place within three (3) business days of meeting date;
- C. Schedule Committee meetings, assist Committees to establish annual workplans and develop meeting agenda;
- D. Keep CoC Board up to date on relevant changes in HUD rules and regulations;
- E. Maintain relationships with HUD field office, Minnesota Interagency Council and HUD technical assistance providers to communicate issues of concern and work quickly towards resolving issues;
- F. Collaborate with State and CoC Coordinators from other CoC jurisdictions and other agencies and individuals to assist in the goal of ending homelessness in Minnesota;
- G. Coordinate annual PIT count;
- H. Conduct the HUD CoC Program grant process;
- I. Input the Collaborative Application in E-Snaps and work with the Collaborative Applicant upon final submission to HUD;
- J. Produce annual reports including:
 - i. SMAC Plan to End Homelessness report on homeless services' outcomes and needs;
 - ii. PIT count;
 - iii. Housing Inventory Chart (HIC);
 - iv. Grant Inventory Worksheet (GIW);
 - v. System Performance Measures (SPM);
 - vi. Longitudinal System Analysis (AHAR 2.0);
 - vii. CES Report
 - viii. CoC Program Grant Score Debrief and Improvement Recommendations
 - ix. Operate as the HMIS Local Service Agency (LSA);
 - x. Coordinate and facilitate collaboration, training and technical assistance among agencies to ensure successful planning and partnerships in the CoC geographic area; and
 - xi. Implement the activities of the HUD CoC Planning grant.
- K. Develop budgets and manage the spending for the CoC Planning grant and CES grant. Prepare quarterly invoices and time and effort reports and submit to the Collaborative Applicant 30 days after quarter end. All expenditure documents will be physically located at the CoC Coordinator's place of business and available upon request by the Collaborative Applicant or HUD.
- L. Participate in subrecipient monitoring visits from the Collaborative Applicant or HUD.

Attachment B

Roles and Responsibilities of CE Planners

- A. The Coordinated Entry Planner will aid with the implementation, delivery, and continued development of Suburban Metro Area Continuum of Care (SMAC) Coordinated Entry System (CES). Coordinated Entry is a collaborative process for ensuring fair access to homelessness resources.
- B. Each year the Coordinated Entry Planner, in consultation with the SMAC Directors Council and Governing Board, will set specific goals to fulfill these responsibilities.
 - 1. Ensure monitoring and evaluation of access, assessment, prioritization, referral, and residential placement across the SMAC region.
 - 2. Supply and coordinate support, communication, and training to Access Points, Housing Providers, Navigators, and SMAC stakeholders.
 - 3. Collaborate with the SMAC Executive Committee and Coordinator to set priorities and strategies for ending homelessness across the SMAC region. Work collaboratively with regional initiatives and groups addressing homelessness of subpopulations. Elevate the voice and choice of persons who have experienced a housing crisis in the planning and implementation of SMAC CES.
 - 4. Develop and implement data-driven strategies for evaluating the effectiveness of CES.
 - 5. Other duties as assigned.