



**Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program
Memorandum of Understanding (MOU)**

PURPOSE

In line with 24 CFR part 578, the Fulton County CoC 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 rehouse homeless individuals, families, persons fleeing domestic violence, dating violence, sexual assault, and stalking, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness.¹

This memorandum of understanding (MOU) is entered into by Fulton County Government, the Collaborative Applicant for the Fulton County CoC (“Collaborative Applicant”), and _____ (“CoC Applicant”). The purpose of this MOU is to set forth expectations and responsibilities of the Collaborative Applicant and the CoC Applicant.

GENERAL PROVISIONS

Fulton County Government will:

1. Serve as the CoC Collaborative Applicant responsible for the coordination and oversight of the CoC planning efforts and certification and submission of the homeless assistance funding applications.
2. Coordinate with the Georgia Housing and Finance Authority (GHFA), as the HMIS Lead, to leverage the Homeless Management Information System (HMIS) as a data collection and coordinated intake tool, to capture client-level, system-wide information over time on the characteristics and services needs of persons and families experiencing homelessness and at-risk persons to be served within the funded programs.
3. Convene, provide project management and facilitate workgroups and Steering Committee and lead the work activities that come out of those meetings.
4. Provide guidance and support and monitoring of provider agencies’ programmatic and financial management to ensure compliance with the Fulton County CoC regulations, standards, and guidelines.
5. Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness.
6. Lead the annual Point-In-Time Count.
7. Offer and lead regular meeting and training opportunities to ensure relevant information is shared.

¹ <https://www.law.cornell.edu/cfr/text/24/part-578>



CoC Applicant will:

1. Fully participate in the Fulton County CoC Coordinated Entry (CE) process, which includes, but is not limited to:
 - a. Accepting all participants for the project from CE;
 - b. Adhering to all CE related policies and procedures; and
 - c. Attending all required CE trainings.
2. 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; and
 - c. Help participants achieve greater self-determination, enabling the participants to gain needed confidence to make the transition out of homelessness.
3. Operate in line with the Housing First philosophy, which includes providing a combination of one or more Evidence-Based Practices (EBP) or emerging best practices for the target client group to be implemented in case management and other service areas provided by the grantee or sub-contracted entities.
4. Provide services in a culturally competent and inclusive context. The population that homeless programs are designed to serve are typically marginalized and excluded from their communities and mainstream society. Bringing them into housing and meaningful services requires providers to bridge cultural, language, and other barriers. Services should be provided with adherence to the HUD Equal Access Rule.
5. 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.
6. 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.
7. Establish and operate an Emergency Transfer Plan, which allows for survivors of domestic violence to move to another safe and available unit if they fear for their life and safety.
8. Provide services and housing in a trauma-informed manner, including appropriately engaging and helping to stabilize people with a history of trauma, and 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.
9. Work to minimize evictions and program terminations, and to not tie continued tenancy to program and/or service participation.
10. Fully participate in the ClientTrack, the Homeless Management Information System (HMIS) that is designated for the CoC, which includes, but is not limited to:
 - a. Adhering to both the Fulton County CoC and Georgia Implementation Data Quality Standards;
 - b. Enter timely, accurate, and complete data; and



- c. Respond to data quality and other inquiries from PFH, to assist in the completion of reports.
11. Participate in the annual Point in Time Count by:
 - a. Ensuring staff participation in the week-long event; and
 - b. Completing any requested information related to the Housing Inventory Count.
 12. Attend all mandatory meetings and trainings, including but not limited to CoC meetings and relevant workgroups and trainings.

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 participant records or information, including volunteers. The parties shall not use or disclose any information about a participant provided under this agreement for any purpose connected with the parties' contract responsibilities, except with the written consent of such participant, participant's parent or guardian, or participant's attorney.

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. This is to include the HUD Equal Access Rule ensuring non-discrimination for unmarried and/or non-traditional families, persons who identify as LGBTQ and transgender, or gender non-conforming clients.

TERMS OF AGREEMENT

This MOU shall be

- Effective upon adoption by each signatory agency and entity;
- Reviewed and revised as needed to further implementation of strategic and long-term goals of the project;
- Expanded, modified, or amended, as needed, at any time by the consent of both agencies; and
- In effect until the end of project unless terminated by mutual agreement in writing prior to project end date.

SIGNATURES

Fulton County Government

CoC Applicant

Name, Title

Name, Title

Signature, Date

Signature, Date