**Indiana Balance of State Continuum of Care (IN 502)**

**Collaborative Applicant Governance Charter**

**IN 502 Indiana Balance of State Continuum of Care Board of Directors**

**and**

**Collaborative Applicant – Indiana Housing and Community Development Authority**

1. **Purpose**
2. TheContinuum of Care Board (CoC Board) shall serve the geographic area of the

Indiana Balance of State Continuum of Care IN 502 (CoC), which includes all the state of Indiana excluding Marion and St. Joseph counties, to:

1. Promote state-wide commitment to the goal of ending homelessness;
2. Align the CoC with the strategies and goals of *Opening Doors,* the U.S. Interagency Council on Homelessness plan to end homelessness;
3. Coordinate funding for efforts by nonprofit providers and units of local governments to rapidly rehouse individuals and families experiencing homelessness while minimizing the trauma and dislocation caused for individuals, families, and communities as a consequence of homelessness;
4. Promote access to and effective use of mainstream programs by individuals and families experiencing homelessness; and
5. Optimize self-sufficiency among individuals and families experiencing homelessness.
6. The CoC Board shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578.1 to designate a CoC Lead Agency to serve as the Collaborative Applicant to operate the CoC to support year-round Continuum of Care planning of homeless and homeless prevention housing and services; and
7. The Indiana Housing and Community Development Authority (IHCDA) has been designated as the Collaborative Applicant by Resolution of the CoC Board of Directors, and as such is the sole eligible applicant for the HUD CoC Program Planning Grant funds, and shall manage the required HUD process on behalf of the CoC Board 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.

**The parties agree to the following:**

1. **ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT**
2. Staff and provide technical support for the CoC Board and its committees as assigned
3. Keep the CoC Board of Directors up to date on relevant changes in HUD CoC rules and regulations
4. Provide the board a monthly Collaborative Applicant/CoC Planning report
5. Work with the CoC Board and Resource and Funding Committee to develop policies and procedures for the annual CoC Program competition
6. Prepare and submit the annual CoC Program Application under the direction of the CoC Board. Duties include but may not be limited to:
   1. Review and submit the annual Grant Inventory Worksheet;
   2. Register the CoC for the annual competition;
   3. Conduct the annual internal competition pursuant to the CoC competition policies and HUD CoC Program NOFA;
   4. Provide training and technical assistance to project applicants submitting Project Applications to HUD;
   5. Pursuant to the Board ranking decisions and the CoC Program NOFA, prepare and submit the CoC Priority Ranking Application;
   6. Prepare and submit to HUD the Collaborative Application; and
   7. Debrief the CoC Board upon submission of the CoC Program Application

1. Facilitate and conduct the annual Point in Time Homeless Count throughout BOS.
2. Produce Annual Reports including
   1. Point in Time Count
   2. Housing Inventory Chart
   3. Annual Homeless Assessment Report
3. Coordinate and facilitate collaboration, training and technical assistance among agencies to ensure successful planning and partnerships in the Continuum of Care geographic area.
4. Carry out Planning Grant activities under the direction of the CoC Board.
5. Develop and operate the CoC Coordinated Assessment/Access system under the direction of the CoC Board and pursuant to HUD regulations.
6. Carry out Coordinated Assessment Grant activities under the direction of the CoC Board.
7. Coordinate planning and funding strategies to end homelessness with other local, state and federal agencies.

**3. ROLES AND RESPONSIBILITIES OF THE CoC BOARD OF DIRECTORS:**

1. Develop and approve CoC performance targets appropriate for each population and program type based on HUD performance standards identified in HUD guidance, NOFAs and notices.
2. Develop strategies, work plans and metrics to prevent and end homelessness within the CoC jurisdiction.
3. Establish funding priorities for CoC Program and Emergency Solutions Grant assistance through fair, objective, and transparent processes.
4. Approve policies and procedures for the performance monitoring, evaluation and reporting of all CoC Program and ESG Program Recipients and Sub recipients.
5. Ensure that any potential and/or perceived conflicts of interest during the CoC competition and operation are addressed in an effective, open, and timely manner.
6. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
7. Review and approve the CoC Collaborative Application and response to HUD’s annual CoC Program Competition. The board is responsible for the final ranking of projects prior to submission..
8. Provide to the Collaborative Applicant an annual planning timeline, data and analysis information needs.
9. Conduct an annual performance review of the Collaborative Applicant.
10. **DURATION AND RENEWAL**
11. Except as provided in the TERMINATION section, the duration of the MOA shall be from April 1, 2015 through March 31, 2016.
12. This agreement shall renew automatically unless either party gives notification pursuant to TERMINATION section.
13. **AMENDMENTS/NOTICES**
14. This MOA may be amended in writing by either party and is in effect upon signature of authorized representatives of both parties.
15. Notices shall be mailed, emailed or delivered to:

a. Chair of the Indiana Balance of State Continuum of Care Board of Directors

1. Executive Director of the Indiana Housing and Community Development Authority
2. **TERMINATION**
3. Either party may terminate this MOA at a date prior to the renewal date specified in the MOA by giving 120 days written notice to the other party.
4. 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 60 days by providing written notice to the other party.
5. The termination shall be effective on the date specified in the notice of termination.

**Signatures:**

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Chair Date

Indiana Balance of State Continuum of Care (IN502) Board of Directors

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Executive Director Date

Indiana Housing and Community Development Authority