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**2023 HUD Continuum of Care (CoC) Program Competition**

**Accompanying Application Forms**

Project Application Release Date: **July 26, 2023**

Application Deadline for all Projects: **August 21, 2023, 5pm via Neighborly**

***Please note: All forms and application documents for the 2023 CoC Program Competition must be submitted through the Neighborly grant portal. More information will be provided via the*** [***MOHS website***](https://homeless.baltimorecity.gov/grant-opportunities) ***and during the Bidder’s Conference on August 2.***

Conflict of Interest and Limits to Primary Religious Organizations

*Conflict of Interest*

Applicants must avoid any conflict of interest in carrying out activities funded by City, State, and Federal grant dollars, such as the Consolidated Funding Application. Generally, this means that a person who is an employee, otherwise in a decision-making position, or has information about decisions made by the organization (such as an agent, consultant, volunteer, Board member, officer or elected or appointed official of the grantee or recipient) may not obtain a personal or financial interest or benefit from the organization’s activity, including through contracts, subcontracts, or agreements. This exclusion continues during the employee’s tenure and for one year following employment.

As part of general guidelines for the procurement of goods and services using Federal funding (such as CoC), organizations are required to have a “code of conduct” or “conflict of interest” policy in place that prohibits employees, officers, agents, or volunteers of the organization from participating in the decision-making process related to procurement if that person, or that person’s family, partner, or any organization employing any of the above has a direct financial interest or benefit from that procurement. In addition, these persons may not accept any gratuity, favors, or anything of monetary value from a contractor, consultant, or other entity whose services are procured for the organization. Organizations should develop standards for avoiding such apparent or potential conflicts. Such standards must include written policy that is part of the employee policies. Employees, board members and volunteers are required to sign a statement indicating that they have read the policy and will comply.

*Limits on Funding to Primary Religious Organizations*

In order to uphold the basic provisions of separation of church and state, a number of conditions apply to the provisions of CoC funding to organizations that are primarily religious in nature. These provisions generally require that when funded under the CoC program, the religious organization will provide services in a way that is free from religious influences and in accordance with the following principals:

* The organization will not discriminate against any employee or applicant for employment on the basis of religion, and will not limit employment or give preference in employment on the basis or religion.
* The organization will not discriminate against, limit services provided to, or give preference to any person obtaining shelter, other service(s) offered by the project, or any eligible activity permissible under the CoC program on the basis of religion and will not limit such service provision or give preference to persons on the basis of religion.
* The organization will not provide religious instruction, counseling, religious services, worship (not including voluntary nondenominational prayer before meetings), engage in religious proselytizing, or exert other religious influences in the provision of shelter or other eligible CoC activities.

Requiring that a program participant attend religious services or meetings as a condition of receiving other social services at the organization (such as shelter or a meal) is not allowed under this provision. Allowing participant to choose to take part in services or meeting offered by the organization as they wish, separate from the CoC-funded activities provided, is allowable.

 CONFLICT OF INTEREST QUESTIONNAIRE

1. Are there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is/are or has/have been within one year of the date of this application a City employee or consultant, or a member of the City Council?

Yes [ ]  No [ ]  If yes, please list the names(s) below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Will the funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who currently is/are or has/have been within one year of the date of this application a City employee, consultant, or a member of the City Council?

Yes [ ]  No [ ]  If yes, please list the name(s) below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Is/are there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or a member of the City Council?

Yes [ ]  No [ ]  If yes, please list the name(s) below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you have answered “YES” to any of the above, a disclosure notice must be submitted to the Mayor’s Office of Human Services to determine whether a real or apparent conflict of interest exists.

Name of Agency:

Name of Applicant’s Authorized Representative:

Authorized Representative’s Title:

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fair Housing Policy & Statement of Agreement

It is imperative that all programs tailor their program to comply with all federal, state and local laws dealing with Fair Housing. The Mayor’s Office of Homeless Services (MOHS) complies with these laws as applicable, and wishes to underscore the importance of bringing all programs into compliance. All programs funded by MOHS must comply with these regulations:

The Fair Housing Act of 1968 ensures equal access to housing and guarantees equal opportunity without regard for race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), or disability.

The City of Baltimore ensures protected class status regardless of race, color, religion, national origin, ancestry, sex, marital status, physical or mental disability, sexual orientation, gender identity and gender expression.

The Age Discrimination Act of 1975 ensures that persons cannot, on the basis of age, be excluded from participation, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 504 of the Rehabilitation Act prohibits discrimination as it applies to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

* Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits.
* Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers.
* Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified

The Equal Access Rule requires equal access to HUD programs without regard to a person’s actual or perceived sexual orientation, gender identity, or marital status.

A program that is not currently in compliance with these guidelines must present a clear timeline demonstrating how their agency is actively engaged in a process to correct their adherence to these regulations. An agency that substantiates such a timeline for corrective action may be issued a performance-based contract that may be terminated within 6 months if compliance or satisfactory progress toward compliance is not met.

MOHS reserves the right to impose additional requirements and conditions on projects to ensure that all programs and services are easily accessible to clients, reduce barriers to housing whenever possible, and do not unnecessarily screen out potential participants.

The purpose of this Notice and requirement is that it be signed ONLY when Fair Housing Law as applicable. Nothing in this Notice shall be read, in any way, to suggest that other federal, state or local laws are not applicable to any program funded under this RFP.

**Statement of Agreement**

By signing this policy, I (Authorized Representative), as the authorized representative for (Project), agree that our project will comply with the stated regulations and laws in the delivery of services provided to clients. I understand that if the project is found to be in non-compliance with these regulations, that the Mayor’s Office of Human Services will take corrective action up to and including termination of funding.

Name of Agency:

Name of Applicant’s Authorized Representative:

Authorized Representative’s Title:

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Housing First Agreement

Housing First is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to keep their housing and avoid returning to homelessness.

The Housing First approach is rooted in these basic principles:

* Homelessness is first and foremost a housing problem and should be treated as such
* Housing is a right to which all are entitled
* Issues that may have contributed to a household’s homelessness can best be addressed once they are housed
* People who are homeless or on the verge of homelessness should be returned to or stabilized in permanent housing as quickly as possible without preconditions of treatment acceptance or compliance for issues such as mental health and substance use
* The service provider working with the individual should connect the client to robust resources necessary to sustain that housing, and participation is achieved through assertive engagement, not coercion

To be considered “Housing First,” the program must meet the following minimum expectations:

1. The program must focus on quickly moving residents to permanent housing
2. The program may not screen out clients for:
	* Having too little or no income
	* Active or history of substance abuse
	* Having a criminal record
	* History of domestic violence (e.g. lack of a protective order, period of separation from abuser, or law enforcement involvement)
3. The program may not terminate clients for:
	* Failure to participate in supportive services
	* Failure to make progress on a service plan
	* Loss of income or failure to improve income
	* Being a victim of domestic violence

By completing and signing this agreement, I (full name), as the authorized representative for (project), agree that our project will utilize a housing first approach for this grant. I understand that if the project is found to be in non-compliance with housing first, that the Mayor’s Office of Homeless Services will take corrective action up to and including termination of funding.

Name of Agency:

Name of Applicant’s Authorized Representative:

Authorized Representative’s Title:

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sample MOUs

**MUST BE ON AGENCY LETTERHEAD**

**CASH MATCH SAMPLE**

DATE

Irene Agustin

Director

Mayor’s Office of Homeless Services

7 E. Redwood Street, 5th fl.

Baltimore, Maryland 21202

RE: Agency Name – Cash Match Letter

Project Name – (Include Grant Number if project renewal)

FY 2023 CoC Program

Dear Ms. Agustin,

I am writing to you regarding (Agency Name)’s renewal/new application for (Project Name/Grant # if applicable) under the FY 2023 CoC Program Competition.

Please let this letter serve as our commitment to provide cash match in the amount of $\_\_\_\_\_\_\_\_\_ from (Funding Source) for (Eligible Match Activities). This cash match will be available starting (Date) for the grant period, (Date) through (Date).

This cash match will be used to provide (Description of Services).

|  |  |
| --- | --- |
| **Type of Commitment**  |  Cash |
| **Type of Source (Private, Government)**  |   |
| **Name the Source of the Commitment (Be as specific as possible and include the office or grant program as applicable)**  |   |
| **Date of Written Commitment**  |   |
| **Value of Written Commitment**  | $  |

(Closing Statement & Signature of Agency Head)

**MUST BE ON AGENCY LETTERHEAD**

**IN-KIND MATCH SAMPLE**

DATE

Irene Agustin

Director

Mayor’s Office of Homeless Services

7 E. Redwood Street, 5th fl.

Baltimore, Maryland 21202

RE: Agency Name – In-Kind Match Letter

Project Name – (Include Grant Number if project renewal)

FY 2023 CoC Program

Dear Ms. Agustin,

I am writing to you regarding (Agency Name)’s renewal/new application for (Project Name/Grant # if applicable) under the FY 2023 CoC Program Competition.

(Agency Name) unconditionally commits, except for the award of the grant, to provide an in-kind match contribution in the amount of $\_\_\_\_\_ . This in-kind match will be available starting (Date) for the grant period, (Date project begins) through (Date project ends). This in-kind match contribution is for \_\_\_\_\_ (specific contribution, eligible under 24 CFR 578 subpart D).

*If contribution is for services, add the following language*:

* + The commitment is calculated based upon \_\_\_\_\_ **(#)** hours of \_\_\_\_\_ (type of service) by \_\_\_\_\_\_ (**insert Job title and person’s qualifications**) at a rate of $\_\_\_\_\_ per hour.
* *If the contribution is for goods, property or equipment, add the following language*:
	+ The amount of the contribution is based upon a donation of \_\_\_\_\_ (**units**) of \_\_\_\_\_ (**specific contribution**).
* *If non-professional/volunteer services are involved, add the following language:*
	+ *“*The commitment is based upon \_\_\_\_\_ **(#)** hours of voluntary \_\_\_\_\_\_ **(type of service**) at the rate of $10.00/hour.”

(Closing Statement & Signature of Agency Head)

***\*If in-kind match is being used to provide supportive services agency must be able to submit an MOU with third party provider before the start of the grant term. If your agency is providing in-kind support services without a third-party provider you will need to request an MOU with the Mayor’s Office of Homeless Services.***

**Memorandum of Understanding**

**Continuum of Care Program**

**In-Kind Support Services Match**

This Memorandum of Understanding (MOU) is entered into by **[COC SUBRECIPIENT]** and **[THIRD PARTY SERVICE PROVIDER]**. The purpose of this MOU is to set forth the services to be provided by **[THIRD PARTY SERVICE PROVIDER]**, the value of which will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s Continuum of Care (CoC) Program.

As a match to **[CONTRACT NUMBER, PROJECT NAME, COC SUBRECIPIENT]**, **[THIRD PARTY SERVICE PROVIDER]** unconditionally commits, except for the award of the grant, to provide the following services: **[LIST OF SERVICES]**. The value of the services is $**\_\_\_\_\_** per year, based upon **\_\_\_\_\_** hours at a rate of $**\_\_\_\_\_** per hour. The services will be available beginning **[DATE PROJECT TO BEGIN]** through **[DATE PROJECT TO END]** (“Services Term”). The services will be provided by **[NAME OF PERSON(S) TO PROVIDES SERVICES & PROVIDER NAME]**, who **[PROVIDE EXPLANATION OF QUALITICATION OF PERSON(S)]**. The services will be received by the following number of program participants: **\_\_\_\_\_** point in time and **\_\_\_\_** total over the grant term.

During the Services Term, [**COC SUBRECIPIENT**]and **[THIRD PARTY SERVICE PROVIDER]** agree to maintain and make available for inspection records documenting the hours of service provided in order to fulfill recordkeeping requirements of the CoC Program. A request for such documentation or inspection must be provided in a timely manner.

**[COC SUBRECIPIENT]** address is [**COC SUBRECIPIENT ADDRESS]**, phone number is  **[COC SUBRECIPIENT PHONE NUMBER]** and point of contact is **[NAME, EMAIL, PHONE]**

**[THIRD PARTY SERVICE PROVIDER]**’s address is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, phone number is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and point of contact is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.

**[SUBRECIPIENT]**

**By:**

**Name**:

**Title:**

**Date:**

**[THIRD PARTY SERVICE PROVIDER]**

**By:**

**Name**:

**Title:**

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_