

CARES PARTNERSHIP AGREEMENT

PURPOSE

The purpose of this Partnership Agreement is to document and communicate guidelines for the establishment of the Coordinated Assessment, Referral, and Evaluation System (CARES), a collaborative homeless response effort between the White Earth Nation, the West Central Minnesota Continuum of Care (WC CoC) and the North Dakota Continuum of Care (ND CoC). CARES is a collaborative initiative designed to create a more effective and efficient homeless response system, as well as assure compliance with Housing and Urban Development (HUD) mandates. CARES is designed to support and challenge agencies within the homeless response system to streamline program access, eliminate barriers, and assure transparency.

By agreeing to partner with CARES, your agency agrees to:

- Utilize the CARES Assessment process and tools
- Provide your program preferences and eligibility criteria in writing to CARES
- Accept referrals based on the eligibility criteria and program preferences your agency provides to CARES
- Participate in the evaluation process for CARES including program denials
- Attempt to reduce barriers to housing access
- Maintain timely access to services
- Honor the additional admission criteria for housing projects on Tribal Nation land or programs operated by Tribal Nations

Your agency maintains the right to:

- Determine eligibility criteria and program preferences based on your agency mission, community needs, and funding sources.
- Provide input to the development and implementation of CARES
- Receive support from CARES
- Access data collected through CARES network
- Include the rights and needs of Tribal Nations and their members in the assessment process

By signing this Agreement, participating organizations formally acknowledge the guidelines, roles, and responsibilities outlined in this Agreement and Policy and Procedures Manual. Further, the undersigned organizations agree to adopt and comply with the Agreement in order to participate in CARES.

BACKGROUND & HISTORY

Over the past 20 years, multiple efforts have been made to better coordinate services for our regions homeless population including unified intake forms and central intake sites. CARES has evolved from these efforts and an intersection of federal, local and state initiatives and mandates to shift from managing homelessness to preventing and ending homelessness. In addition to partners who are mandated to participate in Coordinated Assessment by their funding source, all agencies providing housing assistance are encouraged to participate in our efforts to streamline coordinated access to housing for those who are in the greatest need.

GUIDING PRINCIPLES

CARES was established based on the following guiding principles that were adopted by the North Dakota COC and the West Central MN COC in 2013:

1. ***Reorient service provision, creating a more client-focused environment.***
2. ***Identify which strategies are best for each household based on knowledge of and access to a full array of available services.***
3. ***Link households to the most appropriate intervention that will assist the household to resolve their housing crisis.***
4. ***Provide timely access and appropriate referrals to housing programs and support services.***
5. ***Shorten the number of days*** between onset or threat of homelessness and access to prevention or re-housing services.
6. ***Provide immediate access to information*** regarding housing and support services.
7. ***Create an advanced system*** designed to provide the best client outcomes.
8. ***Collaborate when possible*** with adjoining Continua of Care and tribal entities.
9. ***Provide for ongoing participation*** by consumers and stakeholders in the development and evaluation process of coordinated assessment.
10. ***Acknowledge and honor*** Tribal Sovereignty.

GOVERNANCE

The Coordinated Assessment, Referral and Evaluation System (CARES) is governed by a joint Governing Board and four joint committees: Protocol, Implementation, Data, and Performance & Assessment. The Governing Board shall be comprised of 6 elected members from each CoC, 1 member from the White Earth Nation and 1 member from the Fargo-Moorhead Coalition. The Governing Board also includes advisory seats. The role of the Governing Board is to make decisions based on input from established committees regarding the implementation of the CARES project. CARES was established with 4 standing committees, including Protocols, Implementation, Performance & Assessment and Data. These committees are comprised of agency representatives from across both COC regions and the White Earth Nation, and each committee provides input to the Governing Board on the development, implementation and evaluation of the CARES project.

Definitions of CARES Components

Access: An existing agency or point-of-contact where households facing a housing crisis are screened for entry to or diversion from the homeless response system. All households must enter the system through one of the designated access sites.

Housing Assessment: A process through which a designated and trained assessor conducts the housing assessment (ex. VI-SPDAT) in order to identify need and priority for housing intervention.

Assignment: Linkage to appropriate services based on the prevention/diversion screening, the housing assessment, priority scoring, and/or documented eligibility criteria and program preferences.

Barriers Assessment: (ex. Full SPDAT) A comprehensive assessment of household strengths and needs that can be used to develop a housing stability plan and inform case management. It is recommended that a barriers assessment should be conducted prior to entry into any ESG or CoC funded Transitional, Rapid Re-Housing or Permanent Housing Program.

Evaluation: Comprehensive evaluation of consumer outcomes and system performance used to improve services to consumers and optimize functioning of system resources.

GEOGRAPHIC SERVICE AREA

- North Dakota Continuum of Care Region – serving the entire State of North Dakota and participating Tribal Nations.
- West Central Minnesota Continuum of Care Region – serving the counties of Becker, Clay, Douglas, Grant, Otter Tail, Pope, Stevens, Traverse, and Wilkin.
- White Earth Nation – serving the White Earth Reservation.

PARTNER ROLES

Partners agree to the following, as well as specific partner roles and responsibilities laid out in the CARES Policy and Procedures Manual.

Access Sites

Access Sites will complete the CARES Diversion Screening tool which will determine if the household can be diverted from entering the homeless response system by utilizing mainstream resources. Access site may also complete the Prevention Screening Tool if applicable. If the household is unable to be diverted, the household will be referred to the Assessment Site. Access sites will make referral or assignment to emergency shelter if necessary and available. Access sites will consider the unique rights and needs of all populations including American Indians.

Access Sites are expected to agree to the following:

1. Assure compliance with data privacy and policies.

2. Assure that no referrals for homeless services are made without first completing the diversion screening tool.
3. Provide Diversion Screening Tool through on-site or phone interview for all households who request entry into the homeless response system.
 - a. If entry into the homeless response system is necessary, link directly to Emergency Shelter, or to CARES Housing Assessment site.
 - b. If entry is diverted, complete Prevention Screening tool or provide information or referrals to prevention & diversion resources.
4. Track and share documentation of screenings as outlined in the policies & procedures manual.
5. Provide feedback for annual CARES evaluation.
6. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.

Housing Assessment Site

A trained and designated assessor will conduct the Housing Assessment (ex. VI-SPDAT) will in order to identify linkage to appropriate housing intervention (Prevention, Transitional Housing, Rapid-Rehousing, Permanent Housing or Permanent Supportive Housing). American Indians seeking assistance will be offered connections with their Tribal Nation.

Housing Assessment Sites are expected to:

1. Assure compliance with data privacy and policies.
2. Follow CARES Process to complete Housing Assessment (ex. VI-SPDAT) and make appropriate service connections, linkages, and referrals based on assessment results.
3. Follow CARES Process to track and update each household until the household is linked to an appropriate housing intervention, or until services are no longer needed.
4. Enter data and updates into HMIS per instructions.
5. Attend required trainings.
6. Provide feedback for annual CARES evaluation.
7. Agree to make all referrals to homeless services through the CARES Process.
8. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.

Housing Providers

Housing Providers will collaborate with designated Access and Assessment sites to streamline access to housing programs. Housing Providers are expected to:

1. Assure compliance with data privacy and policies.
2. Provide program preferences and eligibility criteria in writing to CARES.

3. Utilize the CARES process to fill program vacancies based on priority scoring, eligibility criteria, and program preferences.
 - a. Follow-up with CARES Assessor to ensure a smooth transition to the program.
 - b. If denied, follow the CARES process for denials including follow-up with CARES Assessor.
4. Keep household information updated in HMIS according to the CARES Process (ex. entry date, program openings, service transactions, and exit date).
5. Provide feedback for annual CARES evaluation.
6. Attend required HMIS and CARES trainings.
7. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.

DATA QUALITY & SHARING

By signing this agreement, your agency agrees to:

1. Participate in all required CARES data sharing trainings as applicable.
2. Agree to HUD, state and CARES data privacy, data rights, and data quality requirements as applicable.
3. If entering data into HMIS, sign a data agreement with your respective Continuum of Care and/or HMIS Lead.
4. Assure data is accurate and up-to-date, responding to any data quality, completeness or privacy concerns addressed by HMIS Administrator, CARES or Continuum of Care.
5. Agencies will have the option of opting out of data sharing in HMIS by following the process and policies described in the CARES Policy & Procedures Manual.
6. Follow CARES process to ensure Client Privacy Rights are followed.
7. As per HUD mandate, Domestic Violence service providers must enter data into a comparable database, when entry into HMIS is prohibited under federal law.
8. Data collection and reporting of tribal specific information must be done with the permission and under the supervision of Tribal Nations.

CLIENTS RIGHTS

The CARES process is based on a client centered model and strives to give clients the opportunity to be empowered about the services they choose to receive. By signing this agreement your agency agrees to adhere to the CARES Policies and Procedures outlining client's rights including:

1. Right to be informed of the CARES process and how they can use it to meet their needs.
2. Right to privacy and confidentiality.
3. Right to be informed of how their data will be utilized and whom it could be shared with.

4. Right to self-determination and to work with service providers that honor that right.
5. Right to Housing First.
6. Right to access and seek services from their Tribal Nation.
7. Right to be informed of CARES grievance policy prior to assessment.

GENERAL TERMS

Terms. This Partnership Agreement will begin upon execution. This Agreement will be reviewed annually and updated to incorporate changes and clarification of roles and responsibilities. Any party must provide written notice of change ninety (90) days before the annual termination date or it will be automatically renewed. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Any party may terminate this Agreement for any reason or no reason by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Termination for cause decisions will be made jointly between the CARES Governing Board and the respective Continuum of Care. Note that termination of this Agreement may result in removal from CARES and could affect both state and federal funding opportunities for homeless programs, housing and services.

Confidentiality. As a CARES Partner and by virtue of entering into this Agreement your agency will have access to certain confidential information. As such, I agree that my agency (including staff, volunteers and board members) will not at any time disclose confidential information and/or material without the consent unless such disclosure is authorized by this Agreement, The CARES Policies & Procedures Manual, or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. At all times client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Code of Conduct. CARES has adopted a Code of Conduct to guide partner agencies and their staff when participating in the system. The Code contains broad principals reflecting the types of behavior CARES expects partners to exhibit towards constituents, other partners, CARES governance, funders, employees, peers and the public. This policy does not stand alone, but embodies other ethical standards set by individual agencies, States, funders, and licensures. Rather, it is one element of a broader effort to create and maintain a quality system that gives ethical conduct the highest priority.

Non-discrimination. There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of CARES. Tribal Nations shall not be required to deny their sovereignty as a requirement or condition of this agreement.

Severability. In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

Amendments. This Agreement may be amended only in writing and as authorized by the designated representatives of the respective agencies.

CARES SIGNATURE PAGE

If you wish your name and agency to be added (or updated) to the CARES Partner Partnership Agreement, please print off this page, sign and date it, and mail it to:

Jaime Anderson
CARES Program Coordinator

Fargo, ND 58102

Please print clearly and sign and date in ink. This sheet will be retained in the CARES files.

Agency or Organization:	
Authorized Representative:	Title:
Email:	Phone:
Mailing Address:	

Authorized Representative Signature

Date

Thank you for being a CARES Partner!