NORTH DAKOTA CONTINUUM OF CARE

CARES PARTNERSHIP AGREEMENT

NORTH DAKOTA CONTINUUM OF CARE

SFN 61827 (04/26)

If you wish to become a CARES Partner or need to update your information, please complete the following signature page, scan signed document, and return to your CoC Coordinator AND the FM Coalition (as the central document holder) via email.

Why are you becoming a CARES Partner? (check all that apply)

- ☐ My agency is mandated by our funder to participate in Coordinated Entry
- ☐ We want to be a part of the homeless response system

What populations do you serve? (check all that apply)

- ☐ Single Adults
- ☐ Households with Children
- ☐ Youth ONLY
- ☐ Veterans
- ☐ Domestic Violence or Trafficking
- ☐ Other

What Partnership Role will your agency fulfill?

- ☐ Access Site (check all that apply)
  - ☐ Diversion Screen (Note that ALL Access Sites must complete a Diversion Screen)
  - ☐ Prevention Screen Site
  - ☐ Emergency Shelter Screen Site
- ☐ Assessment Site
- ☐ Housing Provider
- ☐ Auxiliary Service Provider

Data sharing

- ☐ Standard agreement
- ☐ Alternative agreement

CARES Partnership should be sign by an authorized representative.
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 Address	Telephone Number		
Address	City	State	ZIP Code
Authorized Representative Signature		Date	

Thank you for being a CARES Partner!
Please keep a copy of this document and signature page for your records.

North Dakota Housing Finance Agency • 2624 Vermont Ave • PO Box 1535 • Bismarck, ND 58502-1535
Ph: 701/328-8080 • Fax: 701/328-8090 • Toll Free 800/292-8621 • 711 (TTY)

PURPOSE

The purpose of this Partnership Agreement is to document and communicate guidelines for the establishment of the Coordinated Access, Referral, Entry and Stabilization System (CARES System), 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.

All Access, Assessment, Shelter and Housing Programs shall be CARES members. Additional stakeholders interested and committed to participating in our regional homeless response system and abiding by CARES polices and protocols may also become partners. To become a CARES Partner, agencies or organizations shall become a CoC member, attend CARES 101 training, sign a CARES Partnership Agreement and Data Sharing Agreement.

PARTNER ROLES

Partners agree to the following and comply with all CARES System policies. Partnership roles are identified by Agency and CoC Coordinator.

ALL PARTNERS:

1. Complete a partnership agreement and data sharing agreement (if applicable).
2. Complete the required new partner and annual CARES training.
3. Subscribe to CARES newsletter and CoC update.
4. Be a member of the CoC.
5. Be aware and engaged in local homeless committees/coalitions.
6. If not an Access or Assessment site, link appropriate households to designated sites.
7. Follow CARES Core Beliefs and Policies and keep updated with educational opportunities and Trainings.
8. Offer individualized referrals specific to the unique needs and desires of each household from a comprehensive list of mainstream resources including, but not limited to, veteran’s services, medical assistance, nutrition assistance, employment and income supports.

ACCESS SITES

Access Sites will complete the CARES Access Triage Screening tool which will determine if entry into the homeless response system is necessary and appropriate or 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 Access Triage 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 System (Emergency Shelter access point, Domestic Violence Shelter, or Motel Voucher), or to CARES Housing Assessment site.
    b. If entry is diverted, complete Prevention Screening tool (if applicable) or provide information or referrals to prevention & Mainstream resources to help stabilize housing.
4. Track and share documentation of screenings.
5. If serving a specialized population, Access Site protocols may be appropriately adjusted.
6. Provide feedback for annual CARES evaluation.
7. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.
8. Use HMIS, unless prohibited by law, as primary data entry system or approved alternative database.
9. Complete all required CARES, HMIS, and CoC approved trainings and verify training with CARES and/or CoC Coordinator. Contact CARES leadership for a complete list of required trainings.
10. Conduct Access Triage Screen on all households seeking homeless assistance.
11. Provide Access Receipt.
12. Access site staff should:
    a. Follow up with referrals made in designated time established by CoC.
    b. Provide support to work with households on finding the appropriate referral if referral is refused.
    c. If household fails to follow through with a referral and comes back for assistance, the access site staff will work with that household to help identify why they didn't follow through with a referral and find on more appropriate.
13. Enter triage screen assessment into HMIS or approved alternative Data base within 24 hours.
14. Update households status (household size, homeless status, contact information, denials, or other eligibility criteria) within 3 days of awareness in HMIS or equivalent database.

PREVENTION SCREENING SITE

Prevention Site have specialized funding to provide assistance to prevent a household from becoming homeless. Households who present at as at risk of becoming homeless should be referred to prevention services before entering the homeless system. Prevention services will utilize a prevention screening tool to prioritized to the most vulnerable and most likely to become homeless without the services and connect those to mainstream resources if more appropriate.

1. Assure Access steps, including Diversion Triage are completed.
2. Use HMIS, unless prohibited by law, as primary data entry system or approved alternative database.
3. Complete all required CARES, HMIS, and CoC trainings and verify training with CARES and/ or CoC Coordinator
4. Conduct Prevention Targeting Tool on all households seeking prevention assistance.
5. Provide Prevention Receipt
6. Enter Assessment into HMIS or Alternative Data base within 3 days.
7. Update household's status (household size, homeless status, contact information, denials, or other eligibility criteria) within 3 days of awareness in HMIS or equivalent data base.
8. Follow prevention prioritization policy for prevention targeting.

EMERGENCY SHELTER ACCESS: HOTEL VOUCHERS, SHELTER BED OPENINGS, FM SHELTER BED COLLABORATION

1. Assure Access steps, including Diversion Triage are completed.
2. Use HMIS, unless prohibited by law, as primary data entry system or approved alternative database.
3. Complete all required CARES, HMIS, and CoC trainings and verify training with CARES and/ or CoC Coordinator
4. Conduct Emergency Shelter Assessment questions to prioritize emergency shelter resources. Emergency Shelter resources must fill open bed by highest vulnerability. Shelters may have additional preference base on population served. Preferences are reviewed by regional planning.
5. Follow Prioritization policy for Emergency Shelter access.

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 (Mainstream resources, 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.
    a. Complete the CARES ROI and any necessary data base ROI's
    b. Complete all additional supplemental questions for the purpose of eligibility into housing programs.
    c. Provide household with a CARES receipt
3. If serving a specialized population, Assessment Site protocols maybe appropriately adjusted.
4. Provide feedback for annual CARES evaluation.
5. Agree to make all referrals to homeless services through the CARES process.
6. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.

7. Use HMIS, unless prohibited by law, as primary data entry system or approved alternative database.
8. Complete all required CARES, HMIS, and CoC trainings and verify training with CARES and/ or CoC Coordinator prior to doing first assessment.
9. Complete SPDAT training within 4 months of becoming an assessor.
10. Enter Assessment into HMIS or Alternative Data base within 3 days.
11. Update households status (household size, homeless status, contact information, denials, or other eligibility criteria) within 3 days of awareness in HMIS or equivalent database

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).
    a. Enter Assessment into HMIS or Alternative Data base within 3 days.
    b. Update households status (household size, homeless status, contact information, denials, or other eligibility criteria) within 14 days of awareness in HMIS or equivalent database.
    c. Housing providers not utilizing HMIS must provide for data entry and maintenance thorough another CARES partner.
5. If serving a specialized population, Housing Provider protocols maybe appropriately adjusted.
6. Provide feedback for annual CARES evaluation.
7. Attend required HMIS (when appropriate) and CARES trainings.
8. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.
9. Complete all required CARES, HMIS, and CoC trainings and verify training with CARES and/ or CoC Coordinator prior to doing first assessment.
10. Case Managers Complete SPDAT training within 4 months.

STABILIZATION

1. Stabilization key points
    a. Landlord Engagement
    b. Creative Engagement
    c. Quarterly to annual SPDAT assessments
2. Linkage to mainstream resources
3. Housing Navigators:
    a. Use HMIS as primary data entry system and approved database alternatives as secondary, unless prohibited by law.
    b. Complete all required CARES, HMIS, and CoC trainings and verify training with CARES and/or CoC Coordinator prior to doing first assessment.
    c. Complete SPDAT training within 4 months of becoming a navigator.
    d. Enter data into HMIS.
    e. Provide Stabilization Services for up to 1 year following assignment.
    f. Enter Assessment into HMIS or Alternative Data base within 3 days.
    g. Update households status (household size, homeless status, contact information, denials, or other eligibility criteria) within 3 days of awareness in HMIS or equivalent database.

AUXILIARY SERVICE PROVIDERS

Auxiliary Service Providers will collaborate with designated Access and Assessment Sites and Housing providers to streamline access to housing programs and supportive services.

1. Assure compliance with data privacy and polices
2. Share data and information when appropriate.
3. Attend required trainings when appropriate.
4. Provide feedback for annual CARES evaluation.
5. Follow protocols on working with American Indians that acknowledges and honors Tribal Sovereignty.

DATA QUALITY AND 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. If not entering data into HMIS, arrange and sign an alternative data sharing process and agreement with your respective Continuum of Care and/or HMIS Lead.
5. 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.
6. Agencies will have the option of opting out of data sharing in HMIS by following the process and polices described in the CARES Policy & Procedures Manual.
7. Follow CARES process to ensure Client Privacy Rights are followed.
8. As per HUD mandate, Domestic Violence service providers must enter data into a comparable database, when entry into HMIS is prohibited under federal law.
9. 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. This agreement will be reviewed annually without need for renewed signature except in case of substantive changes where partner review becomes necessary. Concerns of review changes should be addressed to the Protocols Committee of the CARES Governance Board.

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 PARTNER AGREEMENT

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

- Utilize the CARES 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 and CARES Policies in order to participate in CARES.