

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **Governance Charter**

The Hawaii balance-of-state Continuum of Care (CoC) is known as Bridging the Gap (BTG). BTG is a geographically based group of relevant stakeholder representatives that carries out the operating and planning responsibilities of the CoC program, as defined in 24 CFR Part 578, Homeless Emergency Assistance and Rapid Transition to Housing: Continuum of Care Program.

As the neighbor island CoC, BTG represents the counties of Hawaii, Kauai, and Maui, with one chapter in each of these counties. The local chapters are Community Alliance Partners (Hawaii County), Kauai Community Alliance and the Maui Homeless Alliance. BTG's responsibility extends beyond the HUD-funded CoC Homeless Assistance Programs (formerly known as Supportive Housing and Shelter Plus Care), Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grant programs. BTG promotes community-wide commitment to the goal of ending homelessness.

### **Mission Statement**

To end homelessness across the Counties of Hawaii, Kauai, and Maui through collaborative, coordinated and effective service delivery by agents for change, unified by a common vision where all Hawaii's people have safe, decent, affordable housing.

### **Purpose**

As stated in the BTG mission statement, the purpose of BTG is to end homelessness in our geographic area. To do so, BTG shall be responsible for the following Continuum of Care activities:

### **Operating the CoC**

Develop a governance charter which shall be reviewed and updated at least biennially or as requested by the BTG Board as a voting motion.

1. Hold meetings of the full membership, with published agendas at least semi-annually.
2. Invite new members to join at least annually.
3. Adopt and follow a written process to select a board; process shall be reviewed, updated, and approved at least every 5 years.
4. Appoint additional committees, sub-committees or work groups as needed.
5. Consult with the collaborative applicant and HMIS Lead to develop, follow, and update the governance charter annually, including policies and procedures needed to comply with HMIS requirements as prescribed by HUD.
6. Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcome, and take action against poor performers.
7. Evaluate outcomes of project under the ESG and CoC projects, and report to HUD.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

8. In consultation with ESG recipients, establish and operate a centralized or coordinated assessment system that provides an initial, comprehensive assessment of needs individuals and families for housing and services which complies with requirements established by HUD.
9. In consultation with ESG recipients, establish and follow written standards for providing CoC assistance.

## **Designating and Operating an HMIS**

1. Designate a single HMIS for the geographic area.
2. Designate an eligible applicant to manage the CoC's HMIS, to be known as the HMIS Lead.
3. Review, revise and approve a privacy plan, security plan, and data quality plan for the HMIS.
4. Ensure consistent participation of recipients and sub-recipients in the HMIS.
5. Ensure HMIS is administered in compliance with HUD requirements.

## **Continuum of Care Planning**

1. Coordinate the implementation of housing and services system within its geographic area that meets the needs of the homeless individual and families.
2. Plan for and conduct a point-in-time (PIT) count of homeless persons within its geographic area at least biennially.
3. Conduct an annual gaps analysis of homeless needs and services available within its geographic area.
4. Provide information to complete the Consolidated Plan within the CoC's geographic area.
5. Consult with the State on the plan for allocating ESG funds and reporting and evaluating performance of ESG sub-recipients.

## **Prepare Application for Funds**

1. Design, operate, and follow a collaborative process for the development of applications and approve the submission of applications in response to a Notice of Funds Availability (NOFA) published by HUD.
2. Establish priorities for funding projects in the geographic area;
3. Determine if one application for funding will be submitted for all projects within the geographic area or if more than one application will be submitted for the projects within the geographic area;
4. Designate an eligible collaborative applicant to procure for qualified applicants; evaluate and select qualified applicants; collect and combine the required information from all applicants for submittal in response to the Coe NOFA.
5. The Continuum shall retain all its responsibilities, even if it designates one or more eligible applicants other than itself to apply for funds on behalf of the Continuum. This includes approving the Continuum of Care application.

In accordance with the HEARTH Act, BTG works to use multiple resources to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

caused to homeless individuals, families, and communities by homelessness. BTG mandates collaboration among providers, promotes access to homeless assistance programs, encourages effective utilization of mainstream programs, and strives to optimize self-sufficiency among individuals and families experiencing homelessness.

## **OPERATING CALENDAR AND BOARD MEMBERSHIP**

BTG defines each operating year as a calendar year, commencing January 1st of the year and ending December 31st of that same year.

The entire membership meets at least twice annually for General Membership Meetings. General Membership meetings shall be conducted via electronic means (webinar, video teleconference, teleconference, or other generally available technologies).

Elected members representing the three chapters of BTG and the COLLABORATIVE APPLICANT meet as the BTG Board at least five times a year and more frequently if deemed necessary. The Board shall meet in person or by electronic means. BTG Board members will have full authority to speak for their entire Chapter membership in matters described above (the Coordinated Assessment System, area needs, overseeing funds, evaluating project effectiveness, and establishing funding priorities).

Elected members may attend BTG Board Meetings in person or virtually via electronic means.

(See Attachment A: Annual Events Calendar)

## **BTG MEMBERSHIP**

Each of the three neighbor island chapters include representatives of relevant organizations such as non-profit homeless assistance providers, victim service providers, faith-based organizations, mental health, and medical agencies, federal, state, or local governments, universities, law enforcement, veteran service providers and homeless/formerly homeless individuals.

Members may join BTG through "at large" membership or through a BTG Chapter based on the county in which they live and work. Individuals who live or work in Oahu or the U.S. Mainland may join as "at large" members but may not vote, with the exception of two representatives from the COLLABORATIVE APPLICANT.

All members must complete a chapter application and disclosure form. Members must renew these documents annually and may retain membership as long as they remain residents of the geographical area BTG serves and sustain an interest in eliminating homelessness. Each local CoC chapter shall be responsible for maintaining and storing the membership documents.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

BTG voting privileges shall be extended to voting members of each local chapter. To retain voting rights, regardless of their chapter affiliation, members or their designated representative must attend seventy-five percent (75%) or more of the BTG meetings (including chapter and committee meetings, as applicable) as well as meet any local chapter requirements to remain in good standing. Members may attend BTG meetings electronically by making prior arrangements with the BTG Vice Chair. In all cases, any missed meeting, regardless of the reason, will be considered an absence. Therefore, representatives are strongly encouraged to designate a second individual to attend in their place should they need to miss a meeting for any reason.

All members are expected to review the minutes and materials provided prior to BTG General Meetings, to contribute to discussions at General Meetings, and, if a voting member, to be prepared to vote on BTG issues at General Meetings. However, any pressing issues needing ratification prior to BTG Board Meetings can be discussed and voted upon at the local chapter meetings as an agenda item or by electronic vote.

In addition, each member or their designated representative shall actively participate in at least one of the following committees:

- Local CoC Chapter Committee
- BTG Sub-Committee
- BTG Special Committee.

Each local CoC chapter shall be responsible for recording and verifying meeting attendance and committee participation in a standard format or form across all local chapters of BTG.

It is important to note that when the funding proposals are evaluated, points will be awarded to agencies for attendance as well as participation at BTG chapter meetings (including Executive Committee and General Membership meetings), BTG meetings, and BTG Committee meetings. Additional points may be awarded for chairing and coordinating BTG committees.

For general membership meetings, quorum shall be established as fifty percent plus one (50% + 1) of the total voting membership of the BTG. The local chapter secretary will be responsible for keeping attendance records of all local chapter meetings. The local chapter will also accurately document quorum for each meeting and maintain voting records.

## **BTG BOARD, OFFICERS AND TERMS OF SERVICE**

### **Board Selection**

A minimum of nine individuals shall comprise the BTG Board. Each of the three county chapters shall name three individuals from their membership to participate on the BTG board. Selections by chapters shall occur at least every other year beginning in 2014.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

One out of the three chosen people shall be a representative of the respective county government. The second representative shall be the chair of the local chapter or their designated representative. The remaining member of the counties' delegation shall be chosen from the chapters' general voting membership. If one of the nine does not meet the homeless or formerly homeless criteria, then an individual meeting those criteria will be selected. In the event that there is an even number of voting members, the State Homeless Programs Office will act as the designated voting tiebreaker.

The term shall be limited to two consecutive two year terms, except when to do so would threaten the continuity of the Board. The Board shall have the discretion to extend or shorten the term limit.

Failure of any chapter to elect a replacement to the BTG Board will result in a reduction of the maximum number of votes or loss of voting privileges for that chapter until the replacement has been named.

In the event of a mid-term vacancy, the chapters from which the position was vacated shall select a new member to carry out the remaining term of office.

## **BTG Board Officers**

The Board Members shall elect the BTG Board Officers by popular vote at the last scheduled meeting of the calendar year during the same two year voting cycle as the Board election.

The officers of BTG are Chair, Vice Chair, Secretary, and Advisory (Previous) Chair.

## **Travel Expenses**

The collaborative applicant shall reimburse chapter representatives for the travel cost of two individuals per chapter or up to three per chapter subject to availability of funding to attend sanctioned BTG meetings or functions. Should a county send less than three representatives to a BTG sanctioned event, another county may send an additional representative(s). Travel costs shall comprise of airfare at the lowest ticketed price regardless of airline, lodging, rental car, and parking. As much as possible, traveling representatives will carpool, share ride, and fly on the least expensive airline in an effort to minimize cost. Requests for travel reimbursements shall be submitted to the Collaborative Applicant no later than 30 days following the sanctioned event. **Attendees who cancel, will be responsible for all non-refundable costs incurred.**

The Board meetings shall be conducted by adopting the procedures as outlined in "Robert's Rules of Order."

(Summary information of Roberts Rules of Order located at <http://www.robertsrules.org/rulesintro.htm>)

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **Quorum**

For Board meetings, fifty percent (50%) of the board plus one other board member shall constitute a quorum.

## **Termination**

A Board member may be terminated for code of ethic or code of conduct violations. Said member will be notified in writing of the violation and potential termination and be required to appear before the Board for review. Final decision of termination will be by majority vote of the Board.

## **BTG Board Officer Responsibilities:**

### **BTG Chair**

- Creates meeting agendas, schedules and facilitates BTG Board meetings in coordination with the COLLABORATIVE APPLICANT and Chapter Chairs.
- Coordinates with appropriate Chapter Chair to schedule General Membership Meetings.
- Serves as BTG's primary representative, media contact, and public speaker on behalf of BTG.
- Writes and signs letters on behalf of and as directed by BTG and represents BTG at statewide meetings and other task force meetings related to issues of homelessness.
- Signs contracts, MOAs, and other documents on behalf of BTG.
- Calls special/emergency meetings of the Board as needed.

### **BTG Secretary**

- Records and maintains BTG history, including membership files, meeting attendance lists, and captures meeting notes in conjunction with COLLABORATIVE APPLICANT.
- Disseminates agendas, minutes, and other pertinent documents to BTG Board members.
- Updates the statewide BTG member application, disclosure form, and confidentiality agreement, as needed, for use statewide.
- Disseminates information statewide that may be of interest to BTG general members.
- Maintains and moderates the BTG email list.
- Maintains the BTG roster, posts announcements, distributes draft meeting minutes for review and distributes approved meeting minutes.

### **BTG Vice-Chair**

- Assists the Chair in the completion of their duties when the Chair is out of state or otherwise unable to perform their full range of duties.
- Assists the BTG Chair and the Chapter Chair to schedule BTG Board and General Membership Meetings.
- Coordinates virtual attendance at meeting by members for

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- BTG General or Board meetings, as requested.
- Performs the full duties of the Chair in the event the Chair is unable to complete their term.

## **BTG Advisory (Previous) Chair**

- Serves as an advisor to the current BTG Chair in matters related to protocol and BTG operations.
- Serves as the secondary representative, media contact, and public speaker on behalf of BTG.

## **BTG BOARD STATEWIDE SUB-COMMITTEES**

The BTG Board Statewide sub-committees are: Advocacy/Awareness, HMIS/Data, and Planning. These committees shall be formed annually. The Advocacy/Awareness and HMIS/Data Sub-committees shall consist of a minimum of three Board members each. The Planning sub-committee shall consist of the entire Board.

Additional standing committees may be formed, combined, or eliminated by amending this charter when such changes will better address stakeholder and community needs. The Board shall decide upon the establishment, adjustment, or dissolution of committees.

With the exception of the Board, all sub-committees are open to BTG members. Only members with voting privileges will be allowed vote on recommendations.

## **Sub-Committee General Responsibilities:**

### **Advocacy/Awareness**

In collaboration with Partners In Care (PIC), the Oahu CoC, the Advocacy/Awareness Committee shall follow county, state, and federal legislation and strive to educate legislators regarding issues relating to homelessness on the Neighbor Islands. The Advocacy Chair or assigned members will draft testimony on behalf of BTG and distribute that testimony statewide for member comment and vote. Because members often do not respond to email or other requests for feedback in a timely manner, the committee has the right, if members do not respond with objections within the stated time, to assume silent members are in agreement with the proposed testimony as written and to submit this testimony on behalf of BTG. The Chair will represent BTG at related task-force meetings, and answer questions from legislators.

Additionally, the committee will work to increase awareness of BTG as a statewide entity, to increase awareness of the issues of homelessness on the Neighbor Islands, and to engage additional partners for all chapters of BTG. The committee will develop materials to increase community knowledge of homelessness; plan events to bring attention to issues relating to homelessness; develop membership packets for BTG to distribute to potential new members; oversee annual updates of local Resource

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

Directories and the homeless help card for each chapter; and maintain an on-line presence through a website and social media.

## **HMIS/Data**

The HMIS Advisory Council will serve on behalf of both BTG and PIC CoCs as the primary HMIS advisory entity and shall provide oversight and recommendations regarding cross-cutting issues yet to be determined for the Homeless Management Information System (HMIS). The HMIS Advisory Council will have equal representation, comprising of the following entities from each CoC: CoC Board Representative, HMIS Lead, Data Committee Chair, and HMIS System Administrator or Local System Administrator (LSA). The HMIS is used by government and non-profit agencies to document services provided to homeless individuals and families in the counties served by BTG.

The responsibilities of the BTG Board include, without limitation, the following activities:

- Participate in decision making and recommend policies and procedures regarding the statewide HMIS database and software system
- Collaborate and support statewide HMIS activities
- Disseminate information about the statewide HMIS database, the steering committee and its activities, policies, and procedures
- Provide counsel and assistance to HMIS staff within each participating continuum of care
- Identify, develop, and implement strategies for improving HMIS coverage and data quality throughout the geographic region
- Provide support to BTG chapters in their efforts to identify and diminish potential barriers to the use and improvement of the statewide HMIS database, develop strategies to ensure consistent, accurate input by recipients and sub-recipients in the HMIS
- Ensure the HMIS is administered in compliance with requirements prescribed by HUD

The HMIS/Data Sub-committee chair shall schedule and lead committee meetings; assign tasks to members; and represent BTG at Point-in-Time events, HMIS policy meetings, and HI HMIS Advisory Council meetings.

## **Planning**

The Planning Committee will include the entire Board and least one member from the State Homeless Programs Office (HPO). The Planning Committee will review data, trends, and successful strategies related to reducing or eliminating homelessness and report these to the BTG General Membership as well as the BTG Board at each meeting. The Planning Committee, working with the HMIS/Data Committee, with stakeholders, and within the guidelines of the HEARTH Act, will implement, assess, and update, as necessary, the BTG Coordinated Assessment System. The Planning Committee will provide regular updates to BTG Membership regarding the status of the assessment system.



# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

Furthermore, the committee will plan for and conduct point-in-time (PIT) counts of homeless persons within each geographic area; conduct an annual gaps analysis of homeless needs and services; provide information to complete the Consolidated Plan within the CoC's geographic area; consult with COLLABORATIVE APPLICANT on the plan for allocating ESG funds; and reporting and evaluating performance of ESG sub-recipients.

(See Attachment B - Diagram: relationship between BTG and CoC chapters.)

## **BTG Special Purpose Committees**

Additional committees will be called into service for special purposes as needed and will include one to three representatives from each Chapter. These representatives may be chairs of sub-committees, board officers, or other chapter stakeholder representatives. However, some Special Purpose Committees have membership exclusions relating to conflicts of interest. Members of Special purpose Committees will be called together as needed by the BTG Board to address specific issues, but at least once annually.

## **BTG COLLABORATIVE APPLICANT AND HMIS LEAD**

### **Selection and Evaluation of Collaborative Applicant and HMIS Lead:**

The CoC will select eligible organizations to serve as the Collaborative Applicant and HMIS Lead. The selection and evaluation of the Collaborative Applicant and HMIS Lead will be a fair and transparent process formalized in a resolution that must be approved by a majority of the CoC Board membership present. The Board may name a special purpose committee (i.e., Evaluation Committee) to conduct the process of selecting and evaluating the Collaborative Applicant and HMIS Lead for review and recommendation to the Board. The CoC Board will enter a Memorandum of Agreement (MOA) with the selected entities detailing the designated roles and responsibilities of each entity as further outlined in Attachment E (pp. 22-27).

The BTG Board selects both the Collaborative Applicant and HMIS Lead. Each year BTG Membership shall reassess the decision and determine whether it is in the best interests of the BTG stakeholders to continue this relationship. The relationship with the Collaborative Applicant and the HMIS Lead will be formalized in an MOA. The primary duties of the Collaborative Applicant and HMIS Lead are described below.

The Collaborative Applicant shall:

- Maintain a financial management system through the State of Hawaii that meets the standards set forth in 24 CFR 85.20;
- Monitor sub-recipients;
- Meet other criteria as HUD may establish by Rule, Notice or annual CoC Application (NOFA);

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- Apply to HUD for funding for all projects within the geographic area and enter into grant agreements with HUD for the entire geographic area;
- Enter into legally binding agreements with sub-recipients, receive and distribute funds to sub-recipients;
- Require sub-recipients to establish fiscal control and accounting procedures to assure proper disbursement of and accounting for federal funds in accordance with 24 CFR parts 84 and 85 and corresponding Office of Management and Budget (OMB) circulars;
- Obtain approval of any proposed grant agreement amendments by BTG before submitting a request for an amendment to HUD.
- Fulfill the requirements of any planning grant applications as directed by the BTG Board;
- Adhere to all other roles and responsibilities as laid out in the formal MOA between BTG CoC and the Collaborative Applicant.

The HMIS Lead shall:

- Maintain and operate the HMIS as directed by the BTG CoC Board;
- Maintain and negotiate contract with the HMIS Solution Provider;
- Apply funding for HMIS activities as directed by the BTG Board and fulfill the requirements of the grant;
- Oversee the HMIS system leadership including any HMIS system administration staff employed by the HMIS Lead or sub-contracted by the HMIS Lead;
- Staff an HMIS help desk and respond to user issues within 2 business days;
- Provide training for all HMIS users before HMIS access and at least annually;
- Provide subject matter expertise to the BTG Data Committee, Hawaii HMIS Advisory Council and the BTG Board on all matters data related, but specifically on the creation of HMIS Policies and Procedures, Privacy and Security Plans and Data Quality plans;
- Occupy one seat on the Hawaii HMIS Advisory Council;
- Communicate regularly with PIC HMIS Lead and HMIS System Administration staff on system-wide cross-cutting HMIS-related items as defined by the Hawaii HMIS Advisory Committee;
- Monitor agency-level access and data quality of the HMIS;
- Produce required HUD and Federal Partner reporting on a timely basis;
- Adhere to all other roles and responsibilities as laid out in the formal MOA between BTG CoC and the HMIS Lead.

## **AMENDMENTS**

Charter revisions/amendments proposed by the Chapters shall be elevated to the BTG Board for vetting. After vetting by the Board, the board will take a vote on final proposed charter revisions, and if voted in the affirmative, the proposed charter revision shall be put before the full membership for ratification. All proposed charter revisions must be reviewed and approved by the Board by vote with enough time to be properly added to the agenda for the next general membership meeting.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

Amendment of the charter requires a majority vote of the members present at a BTG general membership meeting.

## **NOTICE OF FUNDS AVAILABILITY**

COLLABORATIVE APPLICANT shall post Request for Information or Request for Proposal notices on BTG's website. It is the sole responsibility of each member or member agency to check the website to obtain notices of funds availability.

## **MEMBERSHIP DUES**

Dues, if any, shall be at the sole discretion of each local chapter.

## **GLOSSARY OF TERMS**

See Attachment F - 24 CFR Ch. V §578.3 Definitions

## **ATTACHMENTS**

- A. Bridging the Gap Annual Events Calendar (Tentative)
- B. BTG Organizational Chart
- C. Governing Policies
- D. Educational Responsibilities
- E. Memoranda of Agreement with Collaborative Applicant and HMIS Lead
- F. Glossary of Terms

# Bridging the Gap Governance Charter

## The Neighbor Island Continuum of Care (The Hawai'i Balance-of-State Continuum of Care)

### Attachment A

2018	January	February	March	April	May	June	July	August	September	October	November	December
<b>BTG</b>	Board Strategic Planning	Board	Board			Board Strategic Planning		Board Charter Review		Board	Board	
<b>Chapter Meetings</b>	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed	Kaua'i 2nd Wed Maui-3d Wed BI last Wed
<b>CoC Programs, NOFA, CDBG</b>						Prep for NOFA release				Prep for CDBG		
<b>Homeless Awareness Week</b>										Hawaii Leadership Academy	Statewide Conference Week (11/16)	
<b>Legislative &amp; Advocacy</b>												
<b>ESG/HOPWA</b>	Post RFI for ESG and HOPWA Work on 5 year Consolidated Plan	ESG/HOPWA applications due/ evaluation/ award	Draft Action Plan due to HHFDC		Final Action Plan due to HUD		Draft CAPER due to HHFDC		CAPER due to HUD	Conduct public hearings for Action Plan	Conduct public hearings for Action Plan	
<b>HPIT</b>	HPIT Training HPIT Count				HPIT Release Report					Begin HPIT Count Planning	HPIT Count Planning	HPIT Count Planning

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## Attachment B

Organizational Chart: <https://www.btghawaii.org/about/>  
(Go To: About BTG, Organizational Structure)

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **Attachment C** **Governing Policies**

### **TRANSPARENCY POLICY**

BTG strives for transparency in operations, so all General and Board meetings are open to all members and to the public.

All meeting agendas (General and Board) and meeting minutes shall be posted on the State DHS website.

All meeting minutes for BTG Board and General Meetings will include quorum records for said meeting as well as a detailed voting record for every voting item. Voting record shall be recorded via roll call method and the minutes will reflect the vote of each BTG member.

Annual Performance Reports (APR) for the CoC Programs and the Consolidated Annual Evaluation and Performance Reports (CAPER) for ESG and HOPWA programs shall be posted on a State website following HUD's approval of the annual reports.

### **CONFLICT OF INTEREST POLICY**

A conflict of interest is defined as a situation in which a BTG member, either as an individual or organization, might benefit financially in some way, whether directly or indirectly, from actions on which they might vote or in situations when their decisions would not be objective and impartial.

All BTG members must disclose their affiliations, whether paid or unpaid, to include board membership, director, staff, advisor, sub-contractor, or volunteer with all homeless service providers.

BTG members shall not participate in, or influence discussions or decisions related to the award of a grant or other financial benefits to the organization that the member represents. Additionally, all BTG members must publicly recuse themselves from voting on issues that would directly affect any agencies with which they are affiliated. Should a conflict of interest, or the appearance of a conflict exist, and the Board member fails to recuse him or herself, another BTG board member may make a motion to recuse that individual. The motion will be voted on by remaining members and decided upon by a majority vote.

All BTG members are free to testify at the Hawaii Legislature as well as at County Council meetings on behalf of their agencies, regardless of the BTG position on any issue. However, in these circumstances BTG members must clearly state they are testifying for their agency only and avoid the appearance of having the support of BTG.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **CODE OF CONDUCT POLICY**

### **Visitors:**

1. All visitors may not display or distribute items deemed to demean or discredit people who are homeless or organizations serving them.
2. The BTG Chair may, at its discretion, ask a visitor to leave the meeting if their conduct is disruptive, inappropriate, or if their presence is inappropriate (for example, may violate confidentiality or appears to be a conflict of interest).
3. Any visitors who collect personal data from attendees are required to disclose how the information will be used and shared with others.
4. No beverages containing alcohol may be served, offered, or distributed at BTG meetings.

### **Guest Speakers:**

1. Speakers are expected to present topics appropriate for professionals serving the homeless and relevant to the mission of BTG.
2. Speakers shall not solicit business, present product information, distribute products, promote their own business, or use BTG meetings to inform attendees about products and services unless their purpose at the meeting is clearly to do so (for example, HMIS vendors).
3. Speakers must provide a speaker biography, objectives, and outline of content at least one week prior to their appearance.
4. Speakers must stay within time limits as determined by BTG and are encouraged to provide time for questions and answers when appropriate.
5. Handouts are the responsibility of the speaker unless otherwise arranged with BTG.
6. BTG may, at its discretion, accept or reject any request to present at a General or Board Meeting.

### **Meeting Etiquette:**

1. All attendees of BTG chapter, general, and Board meetings and conferences shall conduct themselves in a professional and courteous manner showing respect to others at all times.
2. All members shall conduct themselves professionally.
3. All attendees are asked to arrive on time to meetings, events, and programs and attend the entire meeting.

Anyone who violates this code of conduct may be removed from the event.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **ANTI-DISCRIMINATION POLICY**

### **Anti-Discrimination**

BTG and associated organizations will not discriminate on the basis of race, color, creed, religion, ancestry, national origin, military status, sex, sexual orientation, disability or handicap, age, or marital/familial status, in any of its activities or operations. Activities and operations include, but are not limited to, selection of board members, local chapter members, volunteers and vendors, and provision of services. BTG and associated organizations are committed to providing an inclusive and welcoming environment for all leaders, members, volunteers, subcontractors, vendors, and clients.

BTG and associated organizations will not discriminate and will take affirmative action measures to ensure against discrimination in membership recruitment, advertisements for membership, and conditions of membership against any member or nominee on the basis of race, color, creed, religion, ancestry, national origin, military status, sex, sexual orientation, disability or handicap, age, or marital/familial status. BTG shall make known that the assistance and services its member organizations provide are available on a nondiscriminatory basis, and will ensure that all citizens, including citizens with limited English proficiency, have equal access to information.

### **Fair Housing**

Any housing (including emergency and transitional shelters, or bridge housing) or housing services offered shall be made available without discrimination based on race, color, creed, religion, ancestry, national origin, military status, sex, sexual orientation, disability or handicap, age, or marital/familial status, or on any basis prohibited by State law, in accordance with fair housing laws. In providing support services and financial assistance for re-housing, the subrecipient shall not discriminate against a rental applicant because he or she receives a direct rental subsidy, such as a Section 8 voucher or HOME tenant-based rental assistance (TBRA). In addition, BTG acknowledges that the following fair housing and nondiscrimination laws apply to its provision of housing or housing services: Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), Title VI of the Civil Rights Act of 1964; The Age Discrimination Act of 1975; Executive Orders 11063 and 12259 – Equal Opportunity in Housing; American with Disabilities Act (ADA). BTG agrees to comply with all applicable provisions of these statutes and rules.

### **Faith-Based Activities**

BTG and associated organizations:

1. Shall not discriminate against any applicant/program participant based on religion and will not limit such assistance or give preference to persons based on religion.
2. Shall provide no religious instruction or counseling, conduct no religious worship or service, engage in no religious proselytizing, and exert no other religious influence in the provision of programs or services funded under agreements which prohibit such activities. If the agency conducts such activities, the activities must be offered separately in time and location from the programs or services



# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

funded under agreements which prohibit such activities. Participation must be strictly voluntary for the beneficiaries of the programs or services.

## **Non-Compliance with BTG's Anti-Discrimination Policies**

Depending on the severity and/or number of registered complaints, non-compliance may result in sanctions against the applicable service provider, including, but not limited to:

1. Requiring further staff education including regulations against discrimination, the State's discrimination complaint process, fair housing, language access, and other accommodations.
2. Recommendation to funders to initiate program monitoring; delay payment of invoices until the non-compliance issue is resolved; re-allocate remaining funds; and/or documentation of non-compliance for subsequent evaluation of grant applications.

BTG will review and update the above anti-discrimination policies annually or as necessary based on stakeholder and provider feedback.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## **Attachment D** **Educational Responsibilities**

BTG service providers shall be responsible for ensuring that homeless households are helped to understand their educational rights established under Subtitle VII-B of the McKinney-Vento Homeless Assistance Act and most recently reauthorized by the Every Student Succeeds Act; ensuring that children and young adults are immediately enrolled in school, as required by federal and State law; that they are connected to educational services to help them succeed in school, and that they receive the transportation services to which they are entitled. This includes, but is not limited to the following:

- a. Ensuring that all housing, whether temporary or permanent, is located in neighborhoods that are accessible to community resources and services, including schools, libraries, and other educational services.
- b. The Program Director and/or his/her designee is responsible for:
  - (1) Ensuring that all Families with children and young adults participating in any Program are informed about their educational rights and their eligibility for educational services at intake and as necessary thereafter.
  - (2) Ensuring that no matter where they live, how long they have lived there, or how long they plan to stay, all children and young adults participating in any Program are enrolled in school immediately, even if they lack the paperwork normally required. Students have the right to enroll in school and attend classes while the school gathers needed documents. Enrollment shall occur immediately and within no more than 48 hours of Program entry. Children and young adults who are not required by State law to enroll in school, shall be encouraged but not required to enroll.
  - (3) Advocating as necessary to ensure that Homeless students are able to choose to continue to attend their school of origin (i.e., where they went before becoming Homeless or the school in which they were last enrolled), or the local school where they live currently. Students have the right, if feasible, to attend their school of origin the entire time they are Homeless and until the end of the academic year during which they find permanent housing.
  - (4) Advocating on behalf of Homeless students as necessary to ensure that they receive the services for which they are eligible according to their needs and comparable to those provided to other students, including assistance from the local school district's Homeless liaison, Early Intervention Program for Infants and Toddlers with Disabilities, Head Start, other preschool programs, services for disabled students, free school meals, services for English language learners, gifted and talented services, before and after school care, career and technical

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

education, summer learning, online learning, and referrals to health, mental health, dental and other services.

- (5) Helping Homeless students to succeed in school and to request help from the local Homeless education liaison, as necessary. These services occur concurrently with permanent housing placement.
- (6) Developing relationships with colleges to access higher education services specifically for Homeless young adults. These services occur concurrently with permanent housing placement.
- (7) Ensuring that designated staff is involved in the development of Households' housing plans where there are extensive or significant unmet educational needs.
- (8) Ensuring that no policies, procedures, or practices that are inconsistent or interfere with the educational rights established under State or federal law are adopted by the Program.
- (9) Advocating as necessary to ensure that Homeless students except when contrary to the request of a parent or guardian continue to attend their school of origin (i.e., where they went before becoming Homeless or the school in which they were last enrolled, including preschools and the school the student is to attend after completing the final grade level at the school of origin. Students have the right to attend their school of origin the entire time they are Homeless and until the end of the academic year during which they find permanent housing and to receive transportation to and from the school of origin, if requested. If the parent or guardian initiates a dispute, the student must be immediately enrolled in the school in which the placement is sought and provided transportation if requested for the duration of the dispute, including any appeals.
- (10) Advocating on behalf of Homeless students as necessary to ensure that they do not face enrollment barriers, including barriers related to missed application or enrollment deadlines, fines, fees, records required for enrollment, including immunizations or other health records, proof of residency or other documentation, and academic records, including documentation of credit transfer.
- (11) Advocating as necessary to ensure that Homeless students who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including magnet and charter schools, summer school, career and technical education, advanced placement, and online learning.
- (12) Advocating as necessary to ensure that records, including information about a student's living situation, are kept private.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- (13) Advocating as necessary to ensure that all Homeless high school students receive information and individualized counseling regarding college readiness, college selection, the application process, financial aid, and the availability of on-campus supports; and that unaccompanied Homeless youths are informed of their status as independent students for the purposes of Federal financial aid for postsecondary education and assisted in receiving verification of such status.

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## Attachment E

### **Memoranda of Agreement** **Collaborative Applicant and HMIS Lead**

**(As Follows)**

# Memorandum of Agreement (MOA) between Bridging the Gap CoC and Ka Mana O Na Helu

This Memorandum of Agreement (hereinafter "MOA"), dated 2/8/19, is made by and between Bridging the Gap (BTG), and Ka Mana O Na Helu.

## **Recitals:**

WHEREAS, pursuant to the U.S. Department of Housing and Urban Development's (HUD) HEARTH ACT, federal regulations state that each Continuum of Care (CoC) must designate a Collaborative Applicant in compliance with 24 CFR part 578.1.

WHEREAS, in accordance with such federal regulations, BTG, the HI-500 Balance of State Continuum of Care, has designated Ka Mana O Na Helu the Collaborative Applicant.

WHEREAS, Ka Mana O Na Helu is the Collaborative Applicant for BTG.

WHEREAS, the purpose of this MOA is to clarify the duties and responsibilities of BTG, and Ka Mana O Na Helu as the Collaborative Applicant as set forth in the BTG Charter.

NOW THEREFORE, BTG and Ka Mana O Na Helu hereby agree as follows.

## **Roles and responsibilities for Ka Mana O Na Helu as the Collaborative Applicant, as outlined in BTG Bylaws:**

1. Maintain a financial management system that meets the standards set forth in 24 CFR 85.20.
2. Monitor CoC sub-recipients for compliance with CoC rules, client eligibility and HMIS usage.
3. Work with HPO to extract and analyze data that is needed to monitor ESG sub-recipients. HPO is the current ESG recipient and agency responsible for the monitoring of ESG funded sub-recipients.
4. Meet other criteria as HUD may establish by Rule, Notice or annual CoC Application.
5. Apply to HUD for funding for all projects within the CoC's geographic area and enter in to grant agreements with HUD for CoC Planning and HMIS grants.
6. Fulfill the requirements of any planning grant applications as specified in the awarded planning grant application.

## **Additionally, the Collaborative Applicant will:**

1. Coordinate with HPO and ESG sub-recipients within BTG's geographic area as appropriate for writing and coordinating the Consolidated Application for the CoC NOFA.
2. Develop HMIS policies and procedures to guide better coordination of CoC activities, including CoC and CES policies and procedures, to be reviewed and approved by the CoC.
3. Provide technical assistance to CoC-funded projects.
4. Develop and submit the annual CoC program funding application to HUD. This includes submitting the CoC Registration, developing the RFP and rating/ranking procedures, leading the evaluation of CoC project proposals, and assembling the Consolidated Application and the Planning Grant application, with guidance and approval of the CoC.
5. Travel as needed to member island meetings to assure consistency across BTG.

## Memorandum of Agreement (MOA) between Bridging the Gap CoC and Ka Mana O Na Helu

6. Facilitate the CoC Rating and Ranking process for all projects that are not a conflict of interest for the CA.
7. Participate in the Hawaii HMIS Advisory Council to collaboratively manage the implementation, administration and maintenance of the multi-jurisdiction HMIS.

### **Roles and responsibilities for BTG as the Continuum of Care:**

1. Establish the CoC's Governance structure, in compliance with CFR 24 part 578.
2. Develops CoC System Performance Measures based on HUD guidance, NOFAs, notices and rules.
3. Monitors Collaborative Applicant on an annual basis for performance on activities outlined in this MOA and any other relevant contracts.
4. Establishes funding priorities for CoC program through fair, objective and transparent processes
5. Works with designated committee to establish priority listing of projects within CoC program applications, and provides to Collaborative Applicant.
6. Provides final review and approval of HUD CoC funding application before final submission to HUD.
7. Participate in the Hawaii HMIS Advisory Council to collaboratively manage the implementation, administration and maintenance of the multi-jurisdiction HMIS.
8. Coordinate and facilitate CoC general meetings and CoC Board meetings as needed including agenda setting and formal record keeping of decisions.

### **Time of Performance:**

This MOA shall be in effect from 2/8/19 through 12/31/2020 unless earlier terminated as provided herein.

### **Modification of the MOA:**

Any modification, alteration, or change to this MOA shall be by mutual, written and executed, amended agreement by all parties listed and signed below.

### **Termination of the MOA:**

This MOA may be terminated earlier than the designated termination date by any of the parties listed and signed below, but only by written notice sent no later than thirty (30) days prior to the termination date. Such notice shall include a brief statement of the reason for the termination.

### **Binding Effect of the MOA:**

This MOA is a binding agreement. It is not intended to create any rights, interests, or remedies for any third-party beneficiaries. Third parties may not rely upon this MOA to assert any claim against the State of Hawaii or any State employee, whether individually or in their official capacity. The parties are not legally "partners" to the extent that encompasses joint and severability. Each party is responsible for its own employees and representatives.

Memorandum of Agreement (MOA)  
between Bridging the Gap CoC and  
Ka Mana O Na Helu

IN WITNESS WHEREOF, Bridging the Gap and Ka Mana O Na Helu, have executed this MOA effective date as written above.

Authorized representative of BTG (Bridging the Gap)

By: Paulo Memi

Date: 4/9/19

Authorized representative of Collaborative Applicant, Ka Mana O Na Helu

By: [Signature]

Date: 4/10/19



## Memorandum of Agreement (MOA) between Bridging the Gap CoC and Ka Mana O Na Helu

This Memorandum of Agreement (hereinafter "MOA"), dated 2/8/19, is made by and between Bridging the Gap (BTG), and Ka Mana O Na Helu.

### **Recitals:**

WHEREAS, pursuant to the U.S. Department of Housing and Urban Development's (HUD) HEARTH ACT, federal regulations state that each Continuum of Care (CoC) must designate one HMIS software and one HMIS Lead in compliance with parts 24 CFR 91, -576, -580, -583.

WHEREAS, in accordance with such federal regulations, BTG, the HI-500 Balance of State Continuum of Care, has designated Ka Mana O Na Helu the HMIS Lead.

WHEREAS, Ka Mana O Na Helu is the HMIS Lead for BTG.

WHEREAS, the purpose of this MOA is to clarify the duties and responsibilities of BTG, and Ka Mana O Na Helu as the HMIS Lead as set forth in the BTG Charter.

WHEREAS, CaseWorthy Solution has been selected by Bridging the Gap to be the BTG's HMIS Solution Provider.

NOW THEREFORE, BTG and Ka Mana O Na Helu hereby agree as follows.

### **BTG's duties and responsibilities shall be:**

1. Planning and selecting HMIS software and the HMIS Lead agency.
2. Evaluating the outcomes of HMIS projects in the CoC pursuant to 24 CFR 578.39(a)(2).
3. Reviewing and approving HMIS policies/protocols, reviewing these policies/protocols at least annually, and monitoring compliance with current HUD Data and Technical Standards for programs utilizing the Hawaii HMIS within BTG.
4. Working with Ka Mana O Na Helu to ensure and enforce the standards established by the HMIS Data Quality Plan and the HMIS Security and Privacy Plan system-wide and at the provider-program level.
5. Approving an annual HMIS plan that will guide HMIS activities and improvements.
6. Reviewing and approving HMIS policy documents developed by the HMIS Lead such as the HMIS Data Quality Plan, the HMIS Security and Privacy Plan, and the HMIS Policies and Procedures Manual on an annual basis.
7. Monitoring HMIS Lead activities and performance on an annual basis.
8. Participating in the Hawaii HMIS Advisory Council to collaboratively manage the implementation, administration and maintenance of the multi-jurisdiction HMIS.

### **The HMIS Lead's duties and responsibilities shall be:**

1. Developing HMIS policies and procedures to recommend to the CoC for review and approval, including HMIS Data Quality Plan, HMIS Security and Privacy Plan, and the HMIS Policies and Procedures Manual.
2. Working with BTG to implement the HMIS recommendations and policies as described above.

## Memorandum of Agreement (MOA) between Bridging the Gap CoC and Ka Mana O Na Helu

3. Providing end-user training to participating users and agencies to all new users and on an annual basis for all users.
4. Providing accurate, reliable data reporting for the following: Longitudinal System Analysis (LSA), Housing Inventory Count (HIC), Point In Time (PIT) Count, HMIS utilization rates, Emergency Solutions Grant (ESG), Consolidated Annual Performance and Evaluation Report (CAPER), data required for the Continuum of Care Consolidated Application, HUD System Performance measures, Coordinated Entry System, SAMHSA PATH program , and other HUD required HMIS reporting (note: Domestic Violence agencies are excluded from participating in HMIS).
5. Working with BTG to create a sustainable funding strategy to carry out the annual HMIS plan and to meet matching requirements for the federal CoC application and Implementing and collecting an HMIS user fee protocol as approved by the BTG Board.
6. Proposing an annual strategic HMIS plan for BTG that will guide Hawaii HMIS activities and improvements.
7. Working with BTG to ensure and enforce program compliance with the standards established by the HMIS Policies and Procedures, HMIS Data Quality Plan and the HMIS Security and Privacy Plan.
8. Collaborating with BTG to improve HMIS reporting, outcomes and analysis.
9. Communicating recommendations to BTG to assist with reporting, outcomes analysis, and evaluation as they pertain to CoC planning and Coordinated Assessment activities.
10. Making formal HMIS recommendations to BTG based on analysis of program data.
11. Collaborating with BTG to apply for HUD and other funds for the management, operation and implementation of the HMIS.
12. Working in collaboration with BTG leadership in the design of HMIS Administrator scope of work.
13. Administering BTG HMIS funds for management of HMIS operations, and to implement the annual HMIS plan approved by the CoC.
14. Participating in the Hawaii HMIS Advisory Council to collaboratively manage the implementation, administration and maintenance of the multi-jurisdiction HMIS.

**Time of Performance:**

This MOA shall be in effect from 2/8/19 through 12/31/20 unless earlier terminated as provided herein.

**Modification of the MOA:**

Any modification, alteration, or change to this MOA shall be by mutual, written and executed, amended agreement by all parties listed and signed below.

**Termination of the MOA:**

This MOA may be terminated earlier than the designated termination date by any of the parties listed and signed below, but only by written notice sent no later than thirty (30) days prior to the termination date. Such notice shall include a brief statement of the reason for the termination.

**Memorandum of Agreement (MOA)  
between Bridging the Gap CoC and  
Ka Mana O Na Helu**

**Binding Effect of the MOA:**

This MOA is a binding agreement. It is not intended to create any rights, interests, or remedies for any third-party beneficiaries. Third parties may not rely upon this MOA to assert any claim against the State of Hawaii or any State employee, whether individually or in their official capacity. The parties are not legally “partners” to the extent that encompasses joint and severability. Each party is responsible for its own employees and representatives.

IN WITNESS WHEREOF, Bridging the Gap and Ka Mana O Na Helu, have executed this MOA effective date as written above.

Authorized representative of BTG (Bridging the Gap)

By: Frankie Memi

Date: 4/9/19

Authorized representative of HMIS Lead, Ka Mana O Na Helu

By: [Signature]

Date: 4/10/19

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

## Attachment F

### GLOSSARY OF TERMS

**Annual renewal amount** – The amount that a grant can be awarded on an annual basis when renewed. It includes funds only for those eligible activities (operating, supportive services, leasing, rental assistance, HMIS, and administration) that were funded in the original grant (or the original grant as amended), less the unrenovable activities (acquisition, new construction, rehabilitation, and any administrative costs related to these activities).

**Applicant** - An eligible applicant that has been designated by the Continuum of Care to apply for assistance under this part on behalf of that Continuum.

**At risk of homelessness** - An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
- (3) Meets one of the following conditions:
  - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (ii) Is living in the home of another because of economic hardship;
  - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

**Centralized or coordinated assessment System** - A centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

**Chronically homeless** -

- To be considered chronically homeless, a person must have a disability and have been living in a place not meant for human habitation, in an emergency shelter, or a safe haven for the last 12 months continuously *or* on at least four occasions in the last three years **where those occasions cumulatively total at least 12 months**;

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- There is not a minimum number of days in which each occasion must total but instead, occasions are defined by a break of at least seven days not residing in an emergency shelter, safe haven, or residing in a place meant for human habitation;
- Stays in institutions of fewer than 90 days do not constitute a break and count toward total time homeless; and
- The final rule establishes recordkeeping requirements for documenting chronic homelessness that take into account how providers use Homeless Management Information Systems (HMIS) and that *does not* require documentation of each day of homelessness but a method that can be more easily implemented.

**Collaborative applicant** - The eligible applicant that has been designated by the Continuum of Care to apply for a grant for Continuum of Care planning funds under this part on behalf of the Continuum.

**Consolidated plan** - The HUD-approved plan developed in accordance with 24 CFR 91. The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

**Continuum of Care and Continuum** - The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

## **Developmental disability** -

(1) A severe, chronic disability of an individual that-

- (i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) Is manifested before the individual attains age 22;
- (iii) Is likely to continue indefinitely;
- (iii) Results in substantial functional limitations in three or more of the following areas of major life activity:

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- a. Self-care;
  - b. Receptive and expressive language;
  - c. Learning;
  - d. Mobility;
  - e. Self-direction;
  - f. Capacity for independent living;
  - g. Economic self-sufficiency.
- (iv) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
- (2) An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1) (i) through (v) of the definition of "developmental disability", if the individual, without services and supports, has a high probability of meeting these criteria later in life.

**Eligible applicant** - A private nonprofit organization, State, local government, or instrumentality of State and local government.

**Emergency shelter** - Defined in 24 CFR part 576 as any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.

**Emergency Solutions Grants (ESG)** - The grants provided under 24 CFR part 576. ESG is authorized by subtitle B of title M of the McKinney-Vento Homeless Assistance Act. The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

**Fair Market Rent (FMR)** - FMRs are gross rent estimates. They include the housing rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. The Fair Market Rents are published in the Federal Register annually by HUD and available for use at the start of that fiscal year, on October 1.

**High-performing community (HPC)** – A Continuum of Care that meets the standards in subpart E of this part and has been designated as a high-performing

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

community by HUD. Each year, HUD will specify in the CoC Program NOFA whether and how CoCs may apply for designation as a high-performing community (HPC), which will provide the designated CoCs with flexibility to use CoC funds to support homelessness prevention costs. HUD will select up to 10 HPCs based on their ability to meet specified performance criteria. If selected, the HPC designation lasts only for that specific year and CoCs will have to reapply to be considered an HPC in subsequent years.

## **Homeless -**

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
  - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

- preceding the date of application for homeless assistance;
- (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - (ii) Has no other residence; and
  - (iii) Lacks the resources or support networks, *e.g.*, family, friends, and faith-based or other social networks, to obtain other permanent housing.

**Homeless Management Information System (HMIS)** - The information system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD.

**HMIS Lead** - The entity designated by the Continuum of Care in accordance with this part to operate the Continuum's HMIS on its behalf.

**Permanent housing** - Community-based housing without a designated length of stay and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long and is terminable only for cause.

**Permanent supportive housing** - Permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

**Point-in-time count** - A count of sheltered and unsheltered homeless persons carried out on one night in the last 10 calendar days of January or at such other time as required by HUD.



# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

**Private nonprofit organization** – means an organization:

- (1) That has no part of the net earnings of which inure to the benefit of any member, founder, contributor, or individual;
- (2) That has a voluntary board;
- (3) That has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and
- (4) That practices nondiscrimination in the provision of assistance.

A private nonprofit organization does not include governmental organizations, such as public housing agencies.

**Program participant** - An individual (including an unaccompanied youth) or family who is assisted with Continuum of Care program funds.

**Project** – A group of eligible activities, such as HMIS costs, identified as a project in an application to HUD for Continuum of Care funds and includes a structure (or structures) that is (are) acquired, rehabilitated, constructed, or leased with assistance provided under this part or with respect to which HUD provides rental assistance or annual payments for operating costs, or supportive services under this subtitle.

**Recipient** - An applicant that signs a grant agreement with HUD.

**Safe haven** - For the purpose of defining chronically homeless, supportive housing that meets the following:

- (1) Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
- (2) Provides 24-hour residence for eligible persons for an unspecified period;
- (3) Has an overnight capacity limited to 25 or fewer persons; and
- (4) Provides low-demand services and referrals for the residents.

**State**-American Samoa, Guam, the Commonwealth of the Northern Marianas, and the Virgin Islands.

**Sub recipient**-A private nonprofit organization, State, local government, or instrumentality of State or local government that receives a sub grant from the recipient to carry out a project.

**Transitional housing**- Housing, where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement

# Bridging the Gap Governance Charter

The Neighbor Island Continuum of Care  
(The Hawai'i Balance-of-State Continuum of Care)

of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended.

**Unified Funding Agency (UFA)-** An eligible applicant selected by the Continuum of Care to apply for a grant for the entire Continuum, which has the capacity to carry out the duties in which is approved by HUD and to which HUD awards a grant.

**Victim service provider-** A private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.