

# INDIANAPOLIS CONTINUUM OF CARE

## | GOVERNANCE CHARTER |

### I. Overview

#### A. Governance Charter Purpose

This document sets forth:

- Guiding principles of membership and participation in the Indianapolis Continuum of Care (the Continuum)
- Responsibilities delegated by the Continuum to its Board (Blueprint Council), committees, and agents
- Provisions for Continuum governance through the Blueprint Council and key policies and processes

#### B. Contents

The sections of this Charter are as follow:

- I. Overview
- II. The Continuum of Care
- III. The Blueprint Council
- IV. Committees, Working Groups & Task Forces
- V. Continuum Policies
- VI. Appointed Entities
- VII. General Provisions

#### C. Terms & Definitions

**Blueprint 2.0** is the Indianapolis community’s strategic plan to prevent, reduce and end homelessness as implemented by the Continuum.

**Blueprint Council** is the governing board established to act on behalf of the Continuum using the process established as a requirement by C.F.R. §578.7(a)(3) and in compliance with the conflict-of-interest requirements at §578.95(b).

##### **CoC Program Grantee (Recipient)**

The CoC Program Grantee is the “recipient” as used by HUD and means an applicant that signs a grant agreement with HUD.

**Collaborative applicant** means the eligible applicant that has been designated by the CoC to submit the annual CoC Consolidated Application for funding on behalf of the CoC. In addition, the Collaborative Applicant is the only entity that can apply for a grant for Continuum of Care planning funds on behalf of the Continuum. Section VI of this Charter designates the City of Indianapolis as the Collaborative Applicant for the Continuum.

**The Continuum (Continuum of Care)** means the group organized to carry out the responsibilities required by the HUD CoC Program 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.

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

**HMIS Lead** means the entity designated by the Continuum of Care in accordance with this part to operate the Continuum’s HMIS on its behalf. Section VI of this Charter designates the CHIP as the HMIS Lead for the Continuum.

**Notice** is defined as adequate for this Charter when it meets any time required and the Support Entity:

- Delivers the content electronically to Continuum member lists

<sup>1</sup> This Continuum of Care “IN 503” as designated by HUD.

<sup>2</sup> For additional definitions see the Appendix to this Charter.

- Posts the content to the Continuum website (once the site is up)

This further requires that:

- Members take responsibility for providing their electronic contact information to the Support Entity
- Committees disseminate the notice to their members
- Continuum members disseminate the notice both electronically and onsite as appropriate to its clients, staff and volunteers

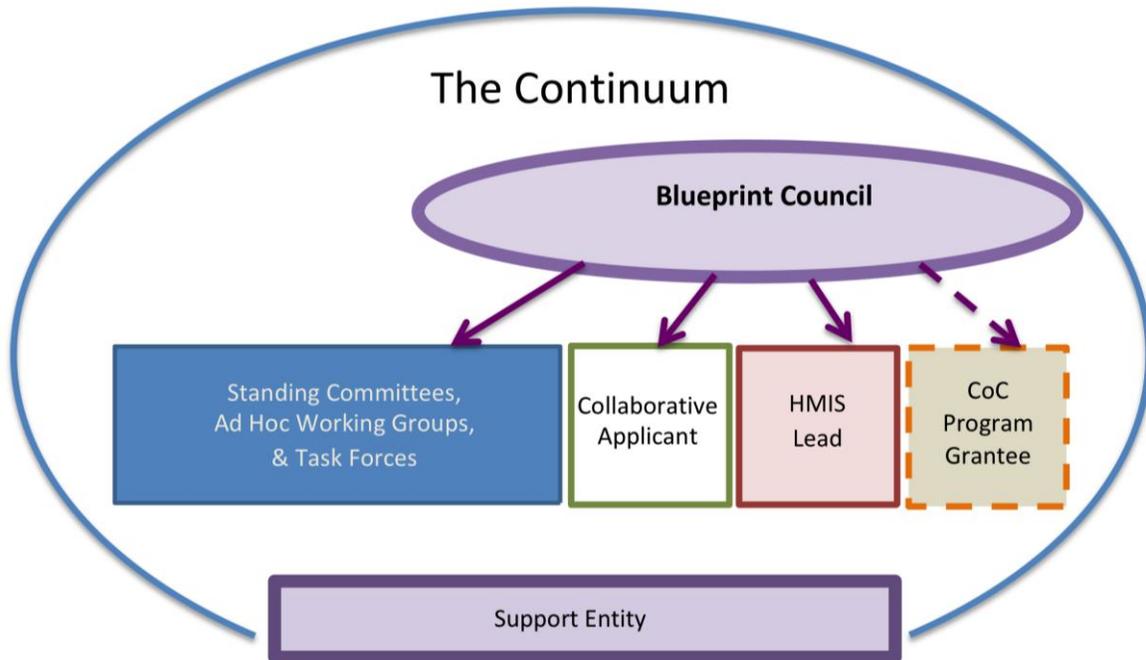
**Support Entity** is the coordination hub responsible for:

- Providing logistical support for Continuum responsibilities as in Interim Rule – 24 CFR §578.7
- Convening and facilitating the Blueprint Council and key working groups
- Monitoring strategic coherence across efforts
- Coordinating communication within the Continuum
- Managing collective data systems and information distribution
- Mobilizing planning efforts that frame future Blueprints, related community-wide plans and their revision
- Stewarding resources for collective impact as appropriate

As such, the support is not a “lead” entity, but rather performs the roles of advocate, planning consultant, project manager, and logistics staff – though always free to delegate elements of its responsibility to appropriate Continuum participants and/or contracted support as appropriate. Section VI of this Charter designates the CHIP as the Support Entity for the Continuum.

#### D. Overview of Continuum Structure

The Structure of the Continuum is as set forth in Blueprint 2.0 and reproduced here.



As defined in this Charter:

- The Continuum is the collaborative body implementing homeless prevention and intervention strategies
- The Support Entity staffs the work of the Continuum as a body, holding the work together The Blueprint Council acts on behalf of the Continuum to maintain momentum and oversight (some punctuation missing here)
- Committees and the like are responsible for specific activities and strategies, reporting to the Council
- The Collaborative Applicant submits the CoC’s Consolidated Application to HUD and applies for HUD’s CoC Program funding, reporting to the Council
- The HMIS Lead operates the Continuum’s data system, reporting to the Council
- The CoC Program Grantee is the official recipient of CoC Program funds works closely with the Blueprint Council

## II. The Continuum of Care

### A. Continuum Mission, Vision, Purpose & Responsibilities

**Mission:** The mission of the Continuum is to coordinate all stakeholders, systems, and resources available to prevent and end homelessness in Indianapolis.

**Vision:** The vision of the Continuum is to make homelessness rare, short-lived and recoverable.

**Purpose:** The Continuum embodies three concepts:

- **A Working Coalition:** It is the collection of individuals and entities that have specifically committed to seeing that the Blueprint is implemented with integrity and excellence.
- **A System of Housing & Services:** It is the system of housing and service entities that provide a broad range of homelessness prevention and intervention services to the community, the pieces of which leverage one another in assisting individuals and families move to stable housing. It incorporates outreach, engagement, assessment, prevention, shelter, housing, and services to successfully achieve self-sufficiency.
- **The HUD CoC Program-Defined Continuum of Care:** It is the community planning body that works to prevent homelessness. It organizes and delivers housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency.

**Responsibilities:** Specifically, it is obliged to:

- **Performance Targets & Monitoring**
  - Establish appropriate performance targets by population and program in consultation with the CoC Program Grantee and sub-recipients then:
    - Monitor performance and evaluate outcomes of ESG and CoC programs
    - Develop a fair process for performance improvement and recommend action per that process
    - Report to HUD as required/requested
- **Centralized Assessment**
  - Establish a centralized or coordinated assessment system in consultation with ESG fund recipients
  - Operate a centralized or coordinated assessment system in consultation with ESG fund recipients
- **Written Standards**
  - **Establish and** Follow written standards for providing CoC assistance in consultation with ESG fund recipients
- **HMIS**
  - Designate a single HMIS for its geographic area and designate an eligible applicant to manage its HMIS
  - Review, revise, and approve privacy, security, and data quality plans
  - Ensure consistent participation of the CoC Program Grantee and sub-recipients in HMIS
  - Ensure that the HMIS is administered in compliance with HUD requirements
- **Planning**
  - Coordinate implementation of a housing and service system
  - Conduct a point-in-time count of homeless persons that meets HUD's requirements, at least biannually
  - Conduct an annual gaps analysis of homelessness needs and services
  - Provide information required to complete the Consolidated Plan(s)
  - Consult with state and local ESG recipients in the geographic area on the plan for allocating ESG funds and reporting/evaluating performance of ESG programs
- **Application for CoC Program Funds**
  - Design, operate and follow a collaborative, fair, and transparent process for developing applications and approving submission of applications in response to a CoC Program NOFA
  - Establish priorities for funding projects
  - Determine if one or more applications will be submitted
    - If more than one, designate the collaborative applicant
    - If only one, the applicant is the collaborative applicant
  - Rank multiple applications if required by HUD

**Delegation:** The Continuum has delegated elements of its day-to-day work to the Blueprint Council, committees, and contractors as described in this Charter. However, the Continuum retains all of its responsibilities. Responsibilities extend to approval of the CoC Program application, even if it designates eligible applicants other than itself to apply for funds.

## B. Continuum Membership Composition & Voting Rights

**Composition:** The Continuum is composed of:

- The following to the extent they are represented within the geographic area and are available to participate:
  - Nonprofit homeless providers
  - Prevention service providers
  - Victim service providers
  - Disaster planning and prevention agencies
  - Faith-based organizations
  - Funders
  - Governments
  - Businesses
  - Advocates
  - Public housing agencies
  - School districts
  - Social service providers
  - Medical professionals
  - Mental health agencies
  - Hospitals
  - Universities
  - Affordable housing developers
  - Law enforcement
  - Organizations that serve homeless and formerly homeless veterans
- Homeless and formerly homeless persons
- Representatives from the following:
  - Collaborative Applicant
  - CoC Program Grantee
  - Consolidated Plan Entity
  - ESG Grantee
  - HMIS Lead
  - Support Entity
- Anyone/entity committed to the prevention and ending of homeless is welcome in the Continuum.

**Voting Rights:** Those individuals that meet the following provisions are eligible to vote at Continuum meetings.

- Self-identification as homeless or formerly homeless OR
- Commitment to Blueprint 2.0 as demonstrated by completion of a Continuum Membership Statement AND active participation in the Continuum over the prior 12 months as demonstrated by Continuum, Blueprint Council and/or Committee attendance sheets.

The Support Entity will maintain eligibility lists and make them available prior to all meetings of the full Continuum.

## C. Continuum Meetings

**Frequency:** The Continuum will hold full membership meetings at least two (2) times per year at a time and location determined by the Blueprint Council. The Blueprint Council will select a meeting location that is accessible to potential homeless participants and in regard to ability/disability.

**Open Meeting:** Meetings of the Continuum will be open to any interested person.

**Agendas:** The Blueprint Council will disseminate agendas in advance of the meeting.

**Notice:** The Continuum will publish agendas in advance of the meeting and publicly invite new members at least annually. Thirty-(30)-days notice will be given for meetings of the Continuum. *See definition of Notice in Overview section of this Charter.*

**Quorum:** Quorum for the transaction of business at Continuum meetings will be defined as those present at a properly noticed meeting.

**Voting:** Each member must be present to vote on Continuum matters. Votes will be by voice or ballot at the will of the majority of those in attendance. No member may vote on any item that presents a real or perceived conflict-of-interest.

**Proxy:** There is no proxy voting. Decision-making requires live conversation and active participation from all parties.

**Action Without a Meeting:** The Continuum will not take action as a whole without meeting.

### III. The Blueprint Council

#### A. Blueprint Council Roles & Responsibilities

**Definition:** The Continuum Governing Board (known as the Blueprint Council) is the body that makes recommendations to the full Continuum and acts as the day-to-day decision-making group.

**The Council as a Whole:** The Blueprint Council is the designated entity for managing the CoC Program process in Indianapolis, including the ranking of proposals for submittal to the US Department of Housing and Urban Development under the annual NOFA. The Blueprint Council designs, coordinates, and reviews the HUD CoC grant application process for the Continuum, which includes defining community priorities and ranking CoC Program applications for approval through the CoC Program Grantee.

As such it acts on behalf of the Continuum and ensures that the Continuum:

- Scans the environment for best practices and innovations
- Assesses the Continuum for gaps, overlaps, duplication, strategic conflicts, etc.
- Coordinates semi-annual Continuum meetings, including annual report to the community.

In addition, the Blueprint Council is responsible for:

- Working closely with the designated Collaborative Applicant to fulfill major duties of the Continuum.
- Monitoring implementation of the Blueprint and ongoing alignment with vision, goals and strategies.
- Overseeing periodic planning and annual plan revisions
- Making recommendations to the Continuum about priorities as well as formal/informal relationships
- Actively seeking out participation from each group listed below, for both the Continuum and its committees
  - Nonprofit homeless providers
  - Victim service providers
  - Faith-based organizations
  - Governments
  - Businesses
  - Advocates
  - Public housing agencies
  - School districts
  - Social service providers
  - Mental health agencies and substance abuse providers
  - Hospitals, health care institutions and practitioners
  - Universities
  - Affordable housing developers
  - Law enforcement
  - Organization that serve homeless and formerly homeless veterans
  - Homeless and formerly homeless persons
- Ensuring transparent governance within the Continuum and monitoring potential conflicts of interest
- Delegating activities to and oversee committees, working groups and task forces as appropriate
- Designating the HMIS Lead to manage the HMIS system in Indianapolis.
- Ensuring consultation of ESG recipient throughout planning and implementation of Continuum activities.

**Individual Members:** Individuals serving on the Blueprint Council must:

- Commit to preventing and ending homelessness
- Attend meetings of the Blueprint Council and bi-annual meetings of the Continuum
- Participate as an active member of at least one standing committee

- Seek out input from the peers, industry, and/or population he/she represents
- Bring that input to Blueprint Council deliberations, while remaining attentive to un-represented views
- Communicate Blueprint Council work to the peers, industry, and/or population he/she represents
- Adhere to all Governance Charter policies

## B. Blueprint Council Number, Terms, Composition & Guidelines

**Number:** The Blueprint Council will operate with no fewer than 11 nor more than 19 members with at least 50% elected at any given time. The precise number for any given year will be announced with the annual call for nominees.

**Terms:** With the exception of the founding election, Blueprint Council members will serve a three-(3)-year term which is renewable for an additional three-(3)-year term for a maximum of six (6) consecutive years (including partial terms) before rotating off for at least one (1) year. Member terms will be staggered such that approximately one-third (1/3) are up for selection each year. *See Blueprint Council Member Elections.*

**Composition:** Members of the Blueprint Council represent local funders, government, services providers, consumers, and other community members whose interest relate to homeless services and housing systems. Specifically, the Blueprint Council consists of the following

- Ten to thirteen (10-13) **Elected Seats**
  - One (1) Homeless Prevention Provider
  - One (1) Health Care Institution or Practitioner
  - One (1) Mental Health or Substance Abuse Provider
  - One (1) McKinney Vento Liaison or Designee
  - One (1) Housing Provider
  - One-Two (1-2) Homeless or Formerly Homeless Individuals
  - Two (2) Direct Homeless Service Providers
  - Two-Four (2-4) Members At-Large
- Named designees for up to six (6) **Appointed Seats**
  - Collaborative Applicant
  - CoC Program Grantee
  - Consolidated Plan Entity
  - ESG Grantee
  - HMIS Lead
  - Support Entity

**Guidelines:** In managing Blueprint Council number and composition, the following will be true:

- Each seat has a vote as exercised by a named individual, and each individual may exercise only one vote.
- With the exception of short-term vacancies, there will always be an odd number of Blueprint Council members. This will be managed through at-large seat availability and depend on the number of appointed entities.
- The Blueprint Council should represent a diverse set of service, population, and program interests.
- Direct service providers can include those who do and do not receive federal funding; those serving individuals, families, youth, veterans, or any other targeted population; a wide range of services such as outreach, shelter, transitional housing, supportive housing, victim services, service only, etc.; and a mix of secular, faith-based, and community providers.
- At-Large seats provide flexibility in maintaining an odd number of Blueprint Council members, a minimum of 50% elected to appointed seats, while responding to community and strategic needs at any given time.
- Appointed entities holding more than one concurrent appointment have the discretion to fill fewer than their allowable number of seats. Regardless, individual designees may only exercise one vote.

## C. Blueprint Council Member Elections

**Oversight:** The Governance Committee is responsible for development and oversight of all elections. As such, they will:

- Send out calls for Blueprint Council nominees
- Accept, verify and collect information (e.g., attendance record, bio) for nominations
- Create and disseminate Council election ballots – dissemination will be per the voting eligibility list maintained by the Support entity and described *under Continuum Member Composition & Voting Rights* in this Charter.
- Collect, compile and announce election results

**Process:** The election process will include at least the following:

- New Continuum members will be invited and encouraged to join the Continuum in the first meeting of the year
- Calls for nominations, vetting of nominations received and ballot announcement will happen between the first and second Continuum meetings of the year
- Nominees must be eligible to vote in order to compete in the election (*See Continuum Member Composition & Voting Rights in this Charter*)
- Ballots will be arranged by the eight (8) categories delineated above
- Votes may be cast for up to the maximum number of seats within a category. Ballots that vote for more than the number of seats in a particular category will not be counted for that category only
- Individuals receiving the highest votes for a given seat will be declared the winner
- In the event of a tie vote for a specific seat, the individuals involved will flip a coin to determine the winner

**Process Review:** The Blueprint Council will review this process at least every five (5) years to ensure it remains consistent with Continuum objectives and responsibilities.

#### **D. Blueprint Council Officers**

**Officers:** The Blueprint Council members vote in a Chair and Vice-Chair from its membership.

- The Chair conducts Council meetings.
- The Vice Chair serves in the Chair's absence.

**Terms:** An officer serves for a two-(2)-year term with Chair and Vice Chair rotating in alternate Januarys.

**Term Limits:** An officer cannot serve for more than two (2) consecutive terms in the same role for a maximum of four (4) consecutive years.

#### **E. Blueprint Council Vacancy, Removal & Resignation**

**Vacancy:** In the event of a vacancy, the members of the Blueprint Council will elect a successor to hold the seat for the remainder of the term of the person vacating the seat. At the end of the term, a regular election will be held as described in this Charter.

**Removal:** Members of the Blueprint Council may remove a Blueprint Council member who is absent for two (2) Council regularly scheduled meetings in any twelve-month period. Unexcused absence from special meetings will generally not be considered in this calculation but may be included as appropriate.

Blueprint Council members may also be removed by a 3/4 vote of the Blueprint Council then-seated for cause including but not limited to:

- Failure to perform Council duties
- Failure to comply with this Charter and/or applicable policies
- Engaging in conduct that constitutes a conflict of interest
- Engaging in behavior that causes harm to the reputation of the Continuum

Such seats will then be filled through the process described above under vacancies.

**Resignation:** Unless otherwise provided by written agreement, any member of the Blueprint Council may resign at any time by giving written notice to the Chair. Any such resignations will take effect at the time specified within the written notice or if the time be not specified therein upon its acceptance by the Blueprint Council

#### **F. Blueprint Council Meetings & Action**

**Frequency:** The Blueprint Council will meet no less frequently than four (4) times per year at such times and places as the Blueprint Council will determine. The Chair or Vice Chair may call a special meeting of the Blueprint Council provided it meets all notice and quorum requirements.

**Open Meeting:** Attendance at meetings of the Blueprint Council will be open to any interested person to observe.

**Agendas:** The Blueprint Council will disseminate agendas in advance of the meeting.

**Notice:** Thirty-(30)-days notice will be given for regularly scheduled meetings of the Continuum. Special meetings may be called in emergency situations with three-(3)-day notice. *See definition of Notice in Overview section of this Charter.*

**Quorum:** A number equal to a majority of the Blueprint Council members then-seated will constitute a quorum for the

transaction of business at any meeting. No decision will be made unless a quorum is present.

**Decision-Making:** The Blueprint Council makes decisions by consensus.<sup>3</sup> The group will work toward consensus on all issues but taking votes with majority rule for decisions. If, in a given meeting, the group cannot reach consensus on an issue it will include the item in the notes for absent members to review and all to consider in more depth. At the following meeting a final vote will be taken with simple majority rule.

**Voting:** Each member of the Blueprint Council is eligible to vote on decisions being made when present at the meetings. If a vote is necessary, all votes will be by voice or ballot at the will of the majority of those in attendance at a meeting with a quorum represented. No member may vote on any item that presents a real or perceived conflict-of-interest.

**Proxy:** There is no proxy voting. Decision-making requires live conversation and active participation from all parties.

**Action Without a Meeting:** The Blueprint Council may take an action without a meeting if that action, provided:

- The action is within its authority
- Notice is provided
- It is approved via email (or letter when email is unavailable)
- It is approved by a majority of all Blueprint Council then-seated members who are entitled to vote on the matter

## G. Blueprint Council Staffing

An employee of the Support Entity staffs the Blueprint Council.

This staff member is responsible for:

- Recording minutes for the Blueprint Council and
- Ensuring Blueprint Council members receive all necessary information in the field and changes at the federal level that may influence or impact the Continuum as they may occur.

Staff may participate in discussion but may not vote.

# IV. Committees, Working Groups & Task Forces

## A. Formation & Composition

**Purpose:** The Blueprint Council committees, working groups, and task forces are the action planning components of the system. In these bodies, strategies are developed, deepened and expanded into timed work plans. These groups may also be directly responsible for specific strategies or exploring options to solve particular concerns.

**Formation:** Standing committees are designated in this Charter. Ad hoc working groups or task forces may be formed and given specific responsibilities as needed by the Blueprint Council. All committee responsibilities apply to ad hoc groups as well.

**Membership:** Committee membership may include any Continuum member. However, at least one (1) committee member must come from the Blueprint Council. Each committee will set its number and recruit members from the Continuum and larger community

## B. Standing Committees

The Blueprint Council has eight (8) standing subcommittees:

1. Governance
2. CoC Program Application & Technical Assistance
3. Blueprint Investment Strategy & Performance Auditing
4. Research, Planning & Evaluation
5. Housing Spectrum

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<sup>3</sup> **Center for Conflict Resolution:** The goal of consensus is a decision that is consented to by all group members. Full consent does not mean that everyone must be completely satisfied with the final outcome – in fact, total satisfaction is rare. The decision must be acceptable enough, however, that all will agree to support the group in choosing it.

**BusinessDictionary.com:** Consensus depends on participants having shared values and goals, and on having broad agreement on specific issues and overall direction. Consensus implies that everyone accepts and supports the decision, and understands the reasons for making it.

6. Intervention & Prevention Support Services
7. Public Policy & Advocacy
8. Community Education & Communication

Committees are responsible for the following:

1. **Governance** – Annually reviewing, updating, and ensuring Continuum approval of all policies, including the Governance charter, code of conduct, conflict of interest and recusal policies, and the Blueprint Council election process; overseeing Continuum voting eligibility and elections; and coordinating capacity-building activities within the Continuum
2. **CoC Program Application & Technical Assistance** – Overseeing of all application processes related to the HUD CoC Program: reviewing applications for funding, recommending project rank, developing technical assistance events, and answering questions related to the process
3. **Blueprint Investment Strategy & Performance Auditing** – Establishing system and project-level performance targets appropriate for population and program type, monitoring grant performance, developing a fair process for performance improvement, recommending action per that process, and coordinating efforts to expand resources available to the continuum. The Committee will not be responsible for nor have the authority to apply for funds directly.
4. **Research, Planning & Evaluation** – Scanning the environment for best practices and innovations, guiding the annual Blueprint review/update and periodic planning process, oversight of the point-in-time count, conducting an annual gaps analysis of the homeless needs and services available, evaluating outcomes of the Blueprint overall and projects funded under HUD (CoC and ESG Programs), and coordinating data collection and systems (including HMIS)
5. **Housing Spectrum** – Coordinating the implementation of housing system strategies within the Continuum, outlined in Blueprint 2.0, that meets the needs of the homeless individuals (including unaccompanied youth) and families as well as those at risk of homelessness
6. **Intervention & Prevention Support Services** – Coordinating the implementation of service and prevention system strategies within the Continuum, as outlined in Blueprint 2.0, that meets the needs of the homeless individuals (including unaccompanied youth) and families as well as those at risk of homelessness
7. **Public Policy & Advocacy** – Coordinating implementation of Blueprint goals related to public policy, advocacy, and related strategies
8. **Community Education & Communication** – Coordinating implementation of Blueprint goals related to community awareness, education, partnership development; and Continuum communications (internal and external)

### C. Committee Leadership

A chair or co-chairs, as selected from within the committee, will coordinate each committee.

### D. Other Committee Roles & Responsibilities

Each committee will be responsible for:

- Recruiting its members
- Selecting a chair or co-chairs
- Establishing its policies and procedures, and providing them to the Blueprint Council and Support Entity
- Recording its minutes and attendance, and providing them to the Support Entity
- Ensuring transparency of its process and meetings

## V. Continuum Policies

### A. Conflict of Interest & Recusal

No member of the Continuum will participate in the review, ranking, selection, or award of any grant funds in which they have a financial interest, or in which any member of their immediate family (such as parent, sibling, child, niece/nephew, or person with whom they cohabit) has a financial interest.

Members of the Continuum will disclose potential conflicts of interest that they may have regarding any matters that

come before it in full session, Council or committee.

Members will recuse themselves from any matter in which they may have a conflict of interest – abstaining from voting on the matter.

## **B. Non-Discrimination**

The members, officers, committee members and contractors of the Continuum will be selected entirely on a nondiscriminatory basis with respect to race, color, national origin, age, disability, religion, gender, sexual orientation, or other federal, state or locally protected group.

## **C. Committee Policies & Procedures**

Committees will establish their own policies and procedures, consistent with this Charter, and provide them to the Blueprint Council and Support Entity for review.

## **D. Limited Authority**

The Continuum is not a formal organization. As such:

- It has, and can have, no assets or liabilities;
- It cannot indemnify member or participant action; and
- No member of the Continuum, Blueprint Council or its committees may contract, incur debt, or otherwise create an enforceable obligation for the Continuum, Blueprint Council or its committees.

Only the Blueprint Council may designate an individual or entity to speak for the Continuum or its components.

With the exception of removal policies in this Charter, any grievance related to the Continuum or CoC Program will follow HUD policies and contracts.

# **VI. Appointed Entities**

## **A. Process**

Except as otherwise specified in this section, the process for entity appointment will be as follows:

- Specific performance expectations for each appointment will be outlined in MOUs
- The Blueprint Council will renew appointments and their MOUs based on performance each year
- The Continuum will renew appointments based on Blueprint Council recommendation every five (5) years
- Appointed entity relationships may be terminated upon mutual agreement or for cause with a vote of 75% of the then-seated Blueprint Council

A broad description of each appointment is provided in this section of the Charter.

## **B. Collaborative Applicant**

The City of Indianapolis has been designated as Collaborative Applicant for the Continuum.

For the purposes of the annual HUD NOFA application and the management of CoC Program planning grants, the Blueprint Continuum must designate a grant recipient to be the Collaborative Applicant.

The Collaborative Applicant is the only entity that may

- Submit the CoC Consolidated Application to HUD
- Apply for grants from HUD on behalf of the Continuum.
- Apply for and receive CoC Program planning funds on behalf of the Continuum.

The Collaborative Applicant will be chosen by the Blueprint Council annually and accepted by majority vote of then-seated Council members.

## **C. HMIS Lead**

CHIP has been designated as the Continuum HMIS Lead. CHIP, thus, ensures all HMIS activities are carried out in accordance with the HEARTH Act.

HMIS Lead roles outlined in the definitions of this Charter and its MOU are incorporated into this Charter.

HMIS policies and procedures will be reviewed and updated on an annual basis in accordance with HMIS data standards and HEARTH act. The policies and procedures can be accessed through the Support Entity and the Continuum website once created.

The HMIS Lead will be chosen by the Blueprint Council annually and accepted by majority vote of then-seated Council members.

#### **D. Support Entity**

CHIP has been designated as the Support Entity for the Continuum.

Support Entity roles outlined in the definitions of this Charter and its MOU are incorporated into this Charter.

The Support Entity has the staff and skills to coordinate Continuum members as well as its Blueprint Council and committees as they implement the Blueprint.

The Support Entity will be chosen by the Blueprint Council annually and accepted by majority vote of then-seated Council members.

## **VII. General Provisions**

#### **A. Operating Year**

The operating year of the Continuum will commence on January 1<sup>st</sup> of each calendar year and end on the 31<sup>st</sup> day of December of said calendar year.

#### **B. Annual Document Review**

The Blueprint Council will review this Charter annually to ensure it remains consistent with HUD's COC Program requirements as well as Continuum objectives and responsibilities.

#### **C. Record Keeping**

Proceedings of all Continuum, Blueprint Council and committee meetings are documented in minutes.

- Minutes of meetings are circulated to members of the relevant body and approved at the subsequent meeting.
- The Support Entity is responsible for recording minutes for bi-annual meetings of the Continuum and Blueprint Council meetings
- Committees are responsible for selecting a Secretary, recording their own minutes, and providing to the Support Entity for record keeping
- Minutes for all bodies will be disseminated by the Support Entity upon request

The Support Entity will be the holder of all Continuum, Blueprint Council and committee documentation and records.

#### **D. Amendments**

The members of the Continuum will have the power to adopt, amend, or repeal the provisions of this Governance Charter by a two-thirds (2/3) vote of the membership present at any meeting where such proposed action has been described in the notice of the meeting.

# Appendix

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## Acronyms

- **CHIP** Coalition for Homelessness Intervention & Prevention
- **CoC** Continuum of Care
- **CFR** Code of Federal Regulations
- **ESG** Emergency Solutions Grants
- **HMIS** Homeless Management Information System
- **HPC** High-Performing Community
- **HUD** U.S. Department of Housing and Urban Development
- **MOU** Memorandum of Understanding
- **NOFA** Notice of Funding Availability
- **UFA** Unified Funding Agency

## Definitions

Black text is taken from the C.F.R. interim rule. [Blue text has been developed for the Indianapolis Continuum of Care and Blueprint 2.0.](#)

### ***At risk of homelessness***

- (1) An individual or family who:
  - (i) Has an annual income below 30% of median family income for the area, as determined by HUD;
  - (ii) 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 §; and
  - (iii) Meets one of the following conditions:
    - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - (B) Is living in the home of another because of economic hardship;
    - (C) 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;
    - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
    - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than 2 persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
    - (F) Is exiting a publicly funded institution, or system of care (such as a health- care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as "homeless" under this §, but qualifies as "homeless" under §387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), §637(11) of the Head Start Act (42 U.S.C. 9832(11)), §41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6)), §330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), §3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or §17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as "homeless" under this §, but qualifies as "homeless" under §725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

### ***Blueprint 2.0***

[Blueprint 2.0 is the Indianapolis community's strategic plan to prevent, reduce and end homelessness as implemented by the Continuum.](#)

### ***Blueprint Council (Governing Board)***

The governing board established to act on behalf of the Continuum using the process established as a requirement by §578.7(a)(3) and in compliance with the conflict-of-interest requirements at §578.95(b). The board must: (1) be representative of the relevant organizations and of projects serving homeless subpopulations; and (2) include at least one homeless or formerly homeless individual.

### ***Centralized or coordinated assessment system***

Means 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***

- (1) An individual who:
  - (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
  - (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and
  - (iii) Can be diagnosed with 1 or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in §102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

### ***CoC Program***

The CoC (Continuum of Care) program is the funding program of HUD authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act as amended (42 U.S.C. 11371 et seq).

### ***CoC Program Grantee (Recipient) and Sub-recipient***

The CoC Program Grantee is the “recipient” as used by HUD and means an applicant that signs a grant agreement with HUD.

Sub-recipient means 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.

### ***Code of Federal Regulations (CFR)***

A codification of the general and permanent rules published in the *Federal Register* by the Executive departments and agencies the U.S. federal government.

### ***Collaborative applicant***

The City of Indianapolis has been designated the collaborative applicant.

Means 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.

### ***Committees, working groups and task forces***

The Blueprint committees, working groups, and task forces are the action planning components of the system. In these bodies, strategies are developed, deepened and expanded into timed work plans. These groups may also be directly responsible for specific strategies or exploring options to solve particular concerns.

### ***Consolidated plan***

Means the HUD-approved plan developed in accordance with 24 CFR 91.

### ***The Continuum (Continuum of Care)***

The name of this body will be the Indianapolis Continuum of Care (the Continuum).

This has been defined in two ways:

1. Means 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. (24 CFR §578.3)
2. Means the group composed of representatives of relevant organizations, which generally includes [list as in first definition] that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area. (24 CFR §576.2)

## **Continuum Member**

Those individuals and entities meeting the composition and eligibility standards of the Continuum as set forth in this Charter.

## **Eligible applicant**

Means a private nonprofit organization, State, local government, or instrumentality of State and local government.

## **Emergency shelter**

Means 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)**

Means the grants provided under 24 CFR part 576.

## **High-performing community (HPC)**

Means a Continuum of Care that meets the standards in subpart E of this part and has been designated as a high-performing community by HUD. To qualify as an HPC, a Continuum must demonstrate through:

- (1) Reliable data generated by the Continuum of Care's HMIS that it meets all of the following standards:
  - (i) Mean length of homelessness. Either the mean length of episode of homelessness within the Continuum's geographic area is fewer than 20 days, or the mean length of episodes of homelessness for individuals or families in similar circumstances was reduced by at least 10% from the preceding federal fiscal year.
  - (ii) Reduced recidivism. Of individuals and families who leave homelessness, less than 5% become homeless again at any time within the next 2 years; or the percentage of individuals and families in similar circumstances who become homeless again within 2 years after leaving homelessness was decreased by at least 20% from the preceding federal fiscal year.
  - (iii) HMIS coverage. The Continuum's HMIS must have a bed coverage rate of 80% and a service volume coverage rate of 80% as calculated in accordance with HUD's HMIS requirements.
  - (iv) Serving families and youth. With respect to Continuums that served homeless families and youth defined as homeless under other federal statutes in paragraph (3) of the definition of homeless in §576.2:
    - (A) 95% of those families and youth did not become homeless again within a 2-year period following termination of assistance; or
    - (B) 85% of those families achieved independent living in permanent housing for at least 2 years following termination of assistance.
- (2) Reliable data generated from sources other than the Continuum's HMIS that is provided in a narrative or other form prescribed by HUD that it meets both of the following standards:
  - (i) Community action. All the metropolitan cities and counties within the Continuum's geographic area have a comprehensive outreach plan, including specific steps for identifying homeless persons and referring them to appropriate housing and services in that geographic area.
  - (ii) Renewing HPC status. If the Continuum was designated an HPC in the previous federal fiscal year and used Continuum of Care grant funds for activities described under §578.71, that such activities were effective at reducing the number of individuals and families who became homeless in that community.

## **Homeless**

Means:

- (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:
  - (iv) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (v) No subsequent residence has been identified; and
  - (vi) 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:

- (vii) Are defined as homeless under §387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), §637 of the Head Start Act (42 U.S.C. 9832), §41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), §330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), §3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), §17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or §725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (viii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - (ix) 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
  - (x) 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:
- (xi) 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;
  - (xii) Has no other residence; and
  - (xiii) 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)***

Means the information system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD.

### ***HMIS Lead***

[CHIP has been designated the HMIS Lead.](#)

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

### ***Homelessness prevention***

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

### ***Permanent housing***

Means 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***

Means permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

### ***Point-in-time count***

Means 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.

### ***Private nonprofit organization***

Means an organization:

- (1) 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**

Means an individual (including an unaccompanied youth) or family who is assisted with Continuum of Care program funds.

### **Project**

Means 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.

### **Rapid re-housing**

*From National Alliance to End Homelessness: Rapid Re-Housing: Creating Programs that Work ( July 2009)*

Rapid Re-Housing is for “individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it” (HUD Homelessness Prevention and Rapid Re-Housing (HPRP) Notice, March 19, 2009). These are the key components:

- (1) The individual or family is currently homeless
- (2) The “Rapid” in Rapid Re-Housing means that the household is assisted to obtain permanent housing as quickly as possible. People move directly from homelessness to housing. There are no intermediate programs that delay their move to housing.
- (3) Rapid Re-Housing provides the minimal amount of assistance—amount and length—needed to obtain and retain housing.
- (4) Households are empowered to make their own choices and to respond to the consequences of those decisions.
- (5) The key to successful re-housing is understanding the individual’s barriers to getting and keeping housing—then finding ways to eliminate or compensate for those barriers.

### **Recipient and Sub-recipient**

See CoC Program Grantee.

### **Relevant organizations**

Relevant organizations include nonprofit homeless assistance 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, and organizations that serve veterans and homeless and formerly homeless individuals.

### **Safe haven**

Means, 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.

### **Support entity**

CHIP has been designated the Support Entity.

Support Entity is the coordination hub responsible for:

- Providing logistical support for Continuum responsibilities as in Interim Rule – 24 CFR §578.7
- Convening and facilitating the Blueprint Council and key working groups
- Monitoring strategic coherence across efforts
- Coordinating communication within the Continuum
- Managing collective data systems and information distribution
- Mobilizing planning efforts that frame future Blueprints, related community-wide plans and their revision
- Stewarding resources for collective impact as appropriate

As such, the support is not a “lead” entity, but rather performs the roles of advocate, planning consultant, project manager, and logistics staff – though always free to delegate elements of its responsibility to appropriate Continuum members and/or contracted support as appropriate.

***Transitional housing***

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

Means 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 §578.11(b), which is approved by HUD and to which HUD awards a grant. [No UFA has been designated. The Blueprint Council will work with the Collaborative Applicant to apply for UFA status if the Blueprint Council or Continuum as a whole sees fit to do so.](#)

***Victim service provider***

Means 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.