



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)¹.
- 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, Workgroups, & Ad Hoc Workgroups
- V. Continuum Policies
- VI. Appointed Entities
- VII. General Provisions

C. Overview of Continuum Structure

The Structure of the Continuum is reproduced here:



¹ This Continuum of Care "IN 503" as designated by HUD.

As defined in this Charter:

- The Continuum is the collaborative body implementing homelessness prevention and intervention strategies.
- The Lead Entity staffs the work of the Continuum as a base, holding the work together.
- The Blueprint Council acts on behalf of the Continuum to maintain momentum and oversight.
- Workgroups 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 with the goal of preventing and ending homelessness in Indianapolis.

Vision: We believe everyone has the right to be housed and connected to care.

Purpose: The Continuum is a collective impact endeavor that aims to align and organize all homelessness prevention and response resources and activities to achieve a measurable reduction in homelessness and embodies three concepts:

- **A Working Coalition:** It is the collection of individuals and entities that have specifically committed to aligning resources and activities to implement the Indianapolis Community Plan to End Homelessness.
- **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 housing stability.
- **The HUD CoC Program-Defined Continuum of Care:** It is the delegated local community planning body that awards access to HUD's CoC Program funding to nonprofit and faith-based providers and state and local governments to meet the specific needs of people who experience homelessness, and promotes the effective utilization of these programs and mainstream resources.

Responsibilities: Specifically, it is obliged to the following minimum activities:

- **Performance Targets & Monitoring**
 - Establish appropriate performance targets 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
- **Coordinated Entry**
 - Establish a centralized or coordinated entry system
 - Operate and actively manage a centralized or coordinated entry system
- **Written Standards**
 - Establish and maintain written standards for providing homelessness assistance programs
 - Ensure written standards are followed through regular monitoring
- **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 individuals and families experiencing homelessness that meets HUD's requirements, at least annually
 - 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 all elements of its day-to-day work to the Blueprint Council, the management team, and implementation work groups as described in this Charter. However, the Continuum retains its responsibility to vote directly to approve the governance framework set forth in this Governance Charter and any subsequent changes or additions to the Governance Charter.

B. Continuum Membership Composition & Voting Rights

Composition: The Continuum is made stronger through the participation of broad and diverse members. Therefore, membership in the CoC is open to any individual or organization that embraces the mission, vision and goals of the Community Plan to End Homelessness.

Establishing Voting Membership: Those individuals that meet the following provisions are voting members of the Continuum of Care:

- Self-identification as having lived experience of homelessness, OR;
- Commitment to Indianapolis' strategic plan to end homelessness as demonstrated by completion of an Annual Continuum Membership Statement
- An Annual Continuum Membership Statement may be completed at any time throughout the year but is necessary to establish voting membership as specified above.

Diversity Statement: Indianapolis is a diverse community composed of individuals with different racial and ethnic backgrounds, nationalities, sexual orientations, housing statuses, gender identities, and religious beliefs. The Continuum of Care and the Blueprint Council will make an active effort to ensure representation from individuals with a broad array of backgrounds and experiences. By creating a Continuum of Care and Blueprint Council that is diverse, and by including individuals representing government entities, businesses, homeless service agencies, housing providers, and other non-profit entities, we will reflect the diversity of the homeless population and the population of Indianapolis as a whole.

The Support Entity will maintain records of membership statements 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 persons.

Agendas: The Lead Entity will post agendas in advance of the meeting on the CoC website.

Notice: A minimum of twenty-one (21) days' notice will be given for meetings of the Continuum. *See definition of Notice in appendix 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 voting member must be present to vote on Continuum matters, unless a meeting is called electronically. Votes will be conducted either electronically, by voice, or paper ballot. 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.

III. The Blueprint Council

Blueprint Council Roles & Responsibilities

Definition: The Continuum Governing Board (known as the Blueprint Council) is the delegated authority and decision-making body for The Continuum. The Blueprint Council is primarily responsible for:

- i. Setting strategy and defining annual system Implementation priorities and activities,
- ii. Monitoring system performance and implementation progress,
- iii. Reviewing and approving governing policy recommendations created within the implementation work groups, and
- iv. Aligning resources and activities and allocating funding in accordance with implementation priorities.

In addition, 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 approves the design, coordination, and review of 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.

- Working closely with the designated Collaborative Applicant to fulfill HUD requirements.
- Ensuring transparent governance within the Continuum and monitoring potential conflicts of interest.
- Delegating activities to and overseeing committees, workgroups, and ad hoc workgroups as appropriate.
- Ensuring consultation with ESG grantee throughout planning and implementation of Continuum activities.

Individual Members: Individuals serving on the Blueprint Council must:

- Be an established member of the Continuum of Care in good-standing
- Commit to preventing and ending homelessness.
- Attend 75% of the meetings of the Blueprint Council and at least one of the meetings of the Continuum.
- Participate as an active member of at least one standing committee.
- Communicate Blueprint Council work to the peers, industry, and/or population he/she/they represents.
- Adhere to all Governance Charter policies.

A. Blueprint Council Number, Terms, Composition & Guidelines

Number: The Blueprint Council will operate with no fewer than 13 nor more than 26 (subject to change with the creation or elimination of Other Systems Representatives).

Terms: Elected Blueprint Council members will serve a two-(2)-year term and must wait at least two (2) years after rotating off to run for election again. Appointed members are nominated based on their occupation of a specific role and will serve a term commensurate with their occupation of the referenced role.

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:

- **Elected Seats**
 - Two (2) consumers with lived experience of homelessness
 - Two (2) Direct Homeless Service Providers

- **Appointed Seats**
 - Director of Indianapolis Department of Metropolitan Development
 - CEO of Indianapolis Housing Agency
 - 3-4 Private Funders
 - 2-6 Other Systems Representatives
 - Business Representative
 - Faith Community Representative
 - Local University/Research/Evaluation Representative

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.
- The Chair of the Blueprint Council only casts a vote in the event of a tie.
- The Blueprint Council should strive to reflect the diversity of all persons and families experiencing homelessness and Indianapolis as a whole.
- 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.
- Other Systems seats provide opportunity for other systems that serve individuals experiencing homelessness to become engaged with the Blueprint Council and commit to strategically aligning their resources and activities in supportive of the collective impact goals.

B. Blueprint Council Member Nominations and Elections

Oversight: Annually, the Blueprint Council chair will appoint four (4) Blueprint Council members to a nominating committee. This committee will conduct all outreach, orientation, and nominating activities on behalf of the Blueprint Council. The committee will bring all nominations to the Blueprint Council for approval. The committee will work closely with the Lead Agency to conduct elections in accordance with the representative intent of the elected seats. The committee will select its own chair.

Process Review: The Blueprint Council will review this process, as well as the elected and appointed seats, at least every five (5) years to ensure it remains consistent with Continuum objectives and responsibilities.

Blueprint Council Officers and Executive Committee

Officers: The Blueprint Council members vote in a Chair, Vice Chair, and Second Vice Chair from its membership to form the Executive Committee.

- The Chair conducts Council meetings
- The Chair conducts meetings of the full CoC
- The Vice Chair serves in the Chair's absence
- The Second Vice Chair serves as a parliamentarian

Terms: An officer serves for a one-(1)-year term.

Term Limits: An officer cannot serve for more than three (3) consecutive terms in the same role for a maximum of three (3) consecutive years.

Executive Committee Responsibilities: The Executive Committee is charged with the following responsibilities:

- Evaluating the conduct of council members, especially their compliance with the conflict of interest and attendance policies, set forth in this governance charter
- Taking action to correct or remove council members who are not fulfilling their responsibilities
- Setting and timely dissemination of the agenda for Blueprint Council meetings
- Setting and timely dissemination of the agenda for all all-member Continuum of Care meetings
- Setting and upholding process decisions to determine which issues go to the Council for official vote, and for determining when the need for action is sufficiently urgent as to require either an unscheduled meeting, or a vote by the Council on a matter which was not included on the publicly disseminated meeting agenda or action by the council without a meeting.
- Calling emergency meetings of the full Council to coordinate messages and/or responses to public relations concerns or issues impacting the CoC

- The Blueprint Council will renew appointments and their MOUs based on performance each year.
- Managing appointed entity relationships which may be terminated upon mutual agreement or for cause with a vote of 75% of the then-seated Blueprint Council

C. Blueprint Council Vacancy, Removal & Resignation

Vacancy: In the event of a vacancy of an elected seat, the members of the Blueprint Council will appoint a successor to hold the seat for the remainder of the term of the elected person vacating the seat. At the end of the term, a regular election will be held as described in this Charter. In the event that an appointed position is vacant, then the Blueprint Council will follow the nominations process described in this Charter.

Removal: 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.

D. 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 a Vice Chair may call a special meeting of the Blueprint Council provided it meets all notice and quorum requirements.

Open Meeting: It is the intent that all meetings of the Blueprint Council will be open to any interested person. However, in rare circumstances the Council may vote by majority to hold an executive session which would not be open to the public.

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

Notice: Fifteen-(15)-day notice will be given for regularly scheduled meetings of the Blueprint Council. Special meetings may be called in emergency situations with three-(3)-day notice.

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. 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. Consensus depends on participants having shared values and goals. If the group cannot reach consensus on an issue a 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, except for the chair, who only votes in the event of a tie. If a vote is necessary, all votes will be by voice or either paper or electronic 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 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

E. Blueprint Council Staffing

The Lead Agency will provide administrative support to the Blueprint Council including recording minutes, sending meeting notifications, and ensuring appropriate updates to the Blueprint Council members.

IV. Workgroups & Ad Hoc Workgroups

A. Formation & Composition

1. **Purpose:** Blueprint Council committees carry out Council activities and are comprised of Blueprint Council members. Workgroups and ad hoc workgroups carry out implementation and policy creation activities through the gathering and analysis of information and data, experimentation with implementation tactics, and formulation of subsequent policy recommendations.

At any time, the Blueprint council may decide to create or eliminate a standing committee. This Charter previously references the formation procedures for two standing Blueprint Council committees, Nominating and Executive. Workgroups will be organized within standing implementation verticals. Each vertical can create and install workgroups to accomplish the annual work plan. The most up-to-date vertical and work group structure will be posted on the Indy CoC website.

Membership: Any community member may join any work group. Each work group may set its number and recruit critical members.

B. Committee, Workgroup, and Ad Hoc Workgroup Leadership

A Project Manager or Co-Project Managers will be assigned from the Management Team, to coordinate each vertical and work group. Project Manager responsibilities include:

- Maintaining Work plans
- Recruiting Effective Workgroup Participants and Critical Voices
- Tracking & Reporting Progress
- Managing and Anticipating Intersections Across Verticals
- Elevating Issues/Challenges/Successes
- Managing Conflict
- Defining Objectives and Major Milestones
- Actively Facilitating Workgroup Meetings
- Preparing Work Products (Policies, Workflows, Plans, Training Curriculum, etc.)
- Developing and Maintaining Key Stakeholder Relationships

B. Decision-making Limitations

Work Groups are intentionally designed to allow for experimentation and testing of implementation tactics that inform policy creation. As such, great latitude is extended to work groups and project managers to facilitate such implementation experiments provided they are within the strategic boundaries set forth in the community plan and annual work plans. All recommendations related to funding, policy changes, or issues that impact access to services and delivery of services across the system must be elevated to the Blueprint Council for consideration and action.

V. Continuum Policies

A. Conflict of Interest & Recusal

No member of the Continuum will vote in the 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 cohabitate) has a financial interest. Anyone may participate in the planning process.

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, committee, or other group of the CoC.

Members will recuse themselves from any matter in which they may have a conflict of interest – abstaining from decision making 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, ethnicity, color, national origin, age, disability, religion, gender, sexual orientation, or other federal, state or locally protected group. In addition, selection will strive to meet the diversity commitments referenced in this Charter.

C. 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
- 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

For the purposes of the annual HUD NOFA application and the management of CoC Program planning grants, the Blueprint Council 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.

C. CoC Program Grantee

CoC Program Grantee is the entity or entities selected by the Indianapolis Continuum of Care to contract with HUD to receive CoC Grant money to allocate towards CoC projects in the Indianapolis Continuum of Care.

D. HMIS Lead

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.

E. Lead Agency

Lead Agency roles are outlined in the definitions of this Charter. An annual MOU will outline the management activities to be conducted each year and provided delegated authority and empowerment to utilize its staff to actively manage the implementation and maintenance of the Continuum of Care.

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

The Lead Agency will be chosen by the Blueprint Council.

F. Coordinated Entry Entity

Coordinate Entry Entity is one or more entities selected by the Blueprint Council to install, maintain, and facilitate coordinated entry in Indianapolis.

VII. General Provisions

A. Operating Year

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

Newly elected Blueprint Council members will be seated by January 31st of each 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

- The Lead Entity is responsible for recording minutes for meetings of the Continuum and Blueprint Council meetings.
- Lead Entity will also maintain updated work plans for each vertical. Annual work plans and progress tracking will be made available upon request.

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.

VIII. Appendix

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

Terms & Definitions

For additional information, see [Indianapolis Written Standards for Homelessness Assistance & Services](#).

Adequate Notice is defined as when the Support Entity:

- Delivers the content electronically to Continuum member lists.
- Posts the content to the Continuum website.
- Meets the time requirement noted in this Charter.

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.

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).

The Blueprint Plan/Indianapolis Community Plan to End Homelessness is the Indianapolis community's strategic plan to prevent, reduce and end homelessness as implemented by the Continuum.

CoC Program Grantee (Recipient) as used by HUD and means an applicant that signs a grant agreement with HUD. There can be one or multiple entities that serve as a CoC Program Grantee.

Code of Federal Regulations (CFR) means the general and permanent rules published in the *Federal Register* by the Executive departments and agencies the U.S. federal government.

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. The collaborative applicant must collect and combine the required application information from all projects within the geographic area and will apply for funding for CoC planning activities. The designated Collaborative Applicant will enter into an MOU with the Continuum of Care

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.

Consolidated Plan means the HUD-approved plan developed in accordance with 24 CFR 91.

Eligible applicant means a private nonprofit organization, State, local government, or instrumentality of State and local government.

Emergency Solutions Grants (ESG) means the grants provided under 24 CFR part 576.

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. The HMIS lead will enter into an MOU with the Continuum of Care.

Lead Agency 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 web and social media presence and information distribution.
- Mobilizing planning efforts that frame future Blueprints, related community-wide plans and their revision.
- Stewarding resources for collective impact as appropriate.
- Ensuring Blueprint Council members receive all necessary information regarding changes on the local, state, and federal level that may influence or impact the Continuum of Care.

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

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

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.