

MEMORANDUM OF UNDERSTANDING
Between
SAN BERNARDINO COUNTY, through its OFFICE OF HOMELESS SERVICES
and
CA-609 SAN BERNARDINO CITY & COUNTY CONTINUUM OF CARE
For
HOMELESS MANAGEMENT INFORMATION SYSTEM

May 7, 2024 – December 31, 2028

WHEREAS, the San Bernardino County (County), through its Office of Homeless Services(OHS), serves as the Homeless Management Information System (HMIS) Administrative Entity (AE), designated by the CA-609 San Bernardino City & County Continuum of Care (SBC CoC) to operate the day-to-day activities and managerial operations of the HMIS; and

WHEREAS, SBC CoC desires that OHS continue to serve as the AE to operate the day-to-day activities and managerial operations of the HMIS; and

WHEREAS, the County, through OHS, and the SBC CoC seek to enter into this Memorandum of Understanding (MOU) to define their respective roles in providing HMIS oversight and managerial operation; and

NOW THEREFORE, the County, through OHS, and the SBC CoC mutually agree to the following terms and conditions:

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I. PURPOSE

HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD Continuum of Care (CoC) and Emergency Solutions Grant program (ESG) funding. HMIS is essential to coordinate client services and inform community planning and public policy. Through HMIS, individuals experiencing homelessness benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness in San Bernardino, including required HUD reporting.

Every Continuum of Care is required to maintain a Homeless Management Information System (HMIS). HMIS is the information system designated by the SBC CoC to comply with the requirements of the Section 578.7(b) of Title 24 of the Code of Federal Regulations (CFR). ¹The HMIS is used to record, analyze, and transmit client and activity data in regard to the provision of shelter, housing, and service to individuals and families who are experiencing homelessness or at risk of experiencing homelessness.

As the AE, OHS receives an annual grant funded through a HUD Federal grant award to assist local jurisdictions with costs associated with supporting HMIS. The purpose of the HMIS is to record and store data related to individuals experiencing homelessness that reside in the County of San Bernardino.

OHS will utilize these grant funds to manage and administer HMIS operations and activities to homeless individuals in the County of San Bernardino.

II. DEFINITIONS

- A. CA-609 San Bernardino City & County Continuum of Care (SBC CoC): Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless. The SBC CoC also coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State, and local governments
- B. Department of Housing and Urban Development (HUD): HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule).
- C. Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or

¹ Unless otherwise specified, all references herein are to Title 24 of the Code of Federal Regulations.

other relevant supportive service agencies. As required by HUD, the SBC CoC utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under 24 CFR Part 576.

- D. Interagency Council on Homelessness (ICH): The policy making body for the SBC CoC, elected by the SBC CoC membership.
- E. Office of Homeless Services (OHS): OHS is the designated lead, by the SBC CoC, to collect and submit all the required HUD data elements needed to meet State and Federal requirements for data collection and reporting. OHS is also designated to apply for HMIS funds on behalf of the CoC.

III. OHS RESPONSIBILITIES

A. Project Management

- Serve as the entity designated by the SBC CoC as the HMIS Lead to operate, manage and administer the HMIS operations and activities and exercise these responsibilities in compliance with HUD requirements.
- Serve as the applicant to HUD for grant funds to be used for HMIS activities as the HMIS Lead, and if selected for an award by HUD, enter into a grant agreement with HUD to carry out the HUD-approved activities.
- Obtain, maintain, and negotiate the contract with the HMIS Vendor selected by OHS.
- Oversee the operation of the HMIS to ensure that the implementation is in compliance with HUD requirements.
- Monitor the participation by recipients, subrecipients, and other participating agencies in the HMIS.
- Monitor compliance and take action to bring recipients, subrecipients, and other participating agencies in alignment with HMIS governance documents including the HMIS System, Operating Procedures, HMIS Participation Agreements, User Agreements, etc.
- Execute HMIS Participation Agreements, User Agreements, and other signed agreements with recipients, subrecipients, and other participating agencies.
- Provide reports, schedules, maintain membership list, and attends HMIS meetings.
- Convene HMIS User Group meetings.
- Provide and maintain the HMIS Helpdesk that includes HMIS reference materials and workflow trainings.

B. System Administration

- Understand all aspects of the HMIS implementation and communicate significant issues and/or system problems to the HMIS Vendor.

- Create, support, and/or request from the HMIS Vendor any application/systemwide changes such as system updates, upgrades, or required enhancements.
- Provide application, functionality, privacy protection, system security, and agency-level system administration functionality.
- Support users in fulfilling their identified roles and responsibilities within their respective agencies.
- Communicate system availability, planned outages, and other relevant HMIS information to users.
- Manage HMIS access of participating agencies and end users based on the execution of applicable agreements, training completed, and adherence to approved policies.
- Assign HMIS user licenses to end users based on the approved licensing structure, authorized agency requests, and documentation of user training and signed user agreement(s).
- Manage user accounts and application access control, in partnership with users.
- Provide technical support, application training, and data security and privacy training to end users.
- The HMIS Lead may delegate responsibility for application training to a contractor upon demonstration that the contractor is sufficiently skilled and knowledgeable about how to effectively deliver such training(s).
- Determine the type of access persons employed by or contracting with the HMIS Lead may have to client-level data as a part of their system administration responsibilities.
- Develop standard reports and queries of HMIS data (e.g., data quality reports).
- Manage HMIS project setup for new projects and consolidated projects.
- Administer other system functions, as needed and appropriate.

C. Grant Administration

- Respond to the CoC Notice of Funding Opportunity application issued by HUD for HMIS funding, and apply for renewal funds annually.
- Administer the HUD CoC-funded HMIS grant(s) successfully, including accurate and timeline drawdown of funds.
- Complete and submit Annual Performance Report for HUD HMIS grant.
- Create annual budgets outlining the most efficient resource allocation to meet HMIS project requirements.
- Manage spending for all HUD HMIS grants.
- Manage the reimbursement payment process and maintain records of all reimbursement documents, funds, approvals, denials, and other required or relevant records.

D. End-User Administration

- Provide or coordinate technical assistance and support.

- Conduct annual and ongoing training of users.
 - Document and facilitate correction of technical issues experienced by providers.
 - Develop and deliver a comprehensive training curriculum and protocol, including accompanying tools and resources.
- E. Data Quality and Compliance Monitoring
- Consistent with the data quality plan, establish data quality benchmarks for participating agencies, including bed coverage rates, service-volume coverage rates, timeliness criteria, and consistency criteria.
 - Monitor compliance by all participating agencies with HMIS participation requirements, policies and procedures, privacy standards, security requirements, and data quality standards through an annual review and approved by the SBC CoC board.
- F. HMIS Lead Agency Staff Training
- Ensure adequate resources are made available to staff from each agency administering HMIS to support HUD required and CoC reporting.
 - Provide staff with relevant training to ensure capacity to present community data in a clear and effective manner.

IV. SBC CoC RESPONSIBILITIES

- A. OHS and SBC CoC agree to cooperate with any HMIS program evaluation efforts and compliance efforts associated with HUD compliance requirements.
- B. OHS and SBC CoC agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- C. OHS and SBC CoC agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through OHS and SBC CoC mutual chain of command, as deemed necessary.
- D. OHS and SBC CoC agree to develop and implement procedures and forms necessary to administer and document program referral, participation, and effectiveness.

VI. FISCAL PROVISIONS

- A. The maximum amount of allocation for funding to be received from HUD by the County, through OHS, is \$250,158 on an annual basis during the period of the MOU or the maximum allocation if allocation is increased in subsequent years.

- B. Costs for services under the terms of this MOU will be incurred during the MOU period per HUD requirements.

VII. RIGHT TO MONITOR AND AUDIT

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by SBC CoC, Federal and State representatives for a period of five years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records which do not pertain to services under this MOU shall not be subject to review or audit unless required by applicable law or provided in this or another MOU. Technical program data shall be retained by OHS and made available to the ICH Chair or designee upon request.

VIII. TERM

The MOU is effective as of May 7, 2024, and expires December 31, 2028, but may be terminated earlier in accordance with Section IX of this MOU. This MOU may be extended for up to two years, should any additional HMIS grants be awarded, and upon written agreement of the Parties, unless terminated earlier under the provisions of Section IX.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either Party to this MOU. The ICH Chair, or his/her designee, is authorized to exercise SBC CoC's rights with respect to any termination of this MOU. The Chief of Office of Homeless Services, or his/her appointed designee is authorized to exercise rights with respect to any termination of this MOU on behalf of the County.
- B. This MOU may be terminated immediately upon written notice to the defaulting Party, for cause due to any breach of this MOU.
- C. If, during the term of this MOU or Federal or State funds appropriated for the purposes of this MOU are reduced or eliminated, either Party may immediately terminate this MOU upon written notice to the other Party.

X. DESIGNATED PROGRAM LIAISONS

The following individuals will serve as the lead liaisons and may be updated as necessary.

- A. OHS liaison is as follows:

Name and title: Marcus Dillard

Chief of Homeless Services
Office of Homeless Services
Address: 560 E. Hospitality Lane, San Bernardino, CA 92415
E-mail address: Marcus.dillard@ohs.sbcounty.gov
Telephone no.: (909) 501-0644

B. SBC CoC liaison is as follows:

Name and title: Jessica Alexander
Chair
Interagency Council on Homelessness
Address: 1595 E. Art Townsend Drive, San Bernardino, CA 92415
E-mail address: pastorjessicaalexander@gmail.com
Telephone no.: (909) 382-8540

XI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or it's having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by each Party's authorized representative as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU is not assignable by any Party, in whole or in part, without the other Parties' prior written consent.
- D. In the event of any dispute under this MOU, each Party to this MOU shall bear its own attorney's fees and costs regardless of who is the prevailing party.
- E. The parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the parties hereto agree to use their

best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

- F. The Parties hereto shall use their best efforts to settle any dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.
- G. The Parties mutually agree to be bound by, and abide by, all applicable anti-discrimination statutes, regulations, policies, and procedures as may be applicable under any federal or state contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted.
- H. County is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through its respective program of self-insurance, its has adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this MOU.
- I. SBC CoC shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of County under this MOU.
- J. The County agrees to indemnify, defend and hold harmless the SBC CoC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the County's negligent acts and errors or omissions under this MOU and for any costs or expenses incurred by the SBC CoC on account of any claim therefore, except where such indemnification is prohibited by law.

XII. CONCLUSION

- A. This MOU, consisting of 10 pages is the full and complete document describing services to be rendered by the County, through OHS, and the SBC CoC, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is

contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed MOU upon request.

CA-609 SAN BERNARDINO CITY & COUNTY
Continuum of Care

SAN BERNARDINO COUNTY
Office of Homeless Services

Name: Jessica Alexander
Title: Chair, Interagency Council on Homelessness
Address: 1595 E. Art Townsend Drive
San Bernardino, CA

Name: Marcus Dillard
Title: Chief of Homeless Services
Address: 560 E. Hospitality Lane, Ste. 200
San Bernardino, CA

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Name Sophie A. Curtis
Title Deputy County Counsel

Name: Suzanne Bryant
Title: Deputy County Counsel

Date: _____

Date: _____